

Proceedings
of the
County Board
of
McLean County,
Illinois

February 19, 2008

*Subject to approval at
March 18, 2008
County Board Meeting*



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March 19, 2008

The McLean County Board met on Tuesday, March 19, 2008 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Bette Rackauskas, Paul Segobiano, Cathy Ahart*, Terry Baggett, Diane Bostic, John Butler, William Caisley, Don Cavallini, Walter Clark, Rick Dean, George Gordon, Ann Harding, Duane Moss, Robert Nuckolls, Benjamin Owens, and Matt Sorensen.

*Late

The following Members were absent:

Tari Renner, David Selzer, Michael Sweeney, and Stan Hoselton.

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda. No requests were made at that time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, January 15, 2008
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Resolution and Letting Results from the January 29, 2008 County Equipment Purchase Letting
 - 2) Request Approval of Resolution and Letting Results from the January 30, 2008 County (Jt w/COB) 2008 MFT Construction Section and County and Township 2008 MFT Maintenance Sections
 - 3) Request Approval of Update to the County Highway Weight Limit Ordinance
 - 4) Request Approval of Bridge Engineering Agreement - Anchor Twp – Sec 01-02123-00-BR – Kerber Bridge – Bellflower Twp – Sec 08-04139-00-BR – McNulta Bridge
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of Application in Case ZA-08-01 for a map amendment to change the Zoning Classification from R-1 Single Family Residence District to an A-Agriculture District on approximately 107 acres of property which is located in Money Creek and Hudson Townships at 20 Timber Point Lane, Hudson, IL
 - b) Request Approval of Application in Case SU-08-01 for a Special Use to amend one that was granted in Case 98-50-S for an Institutional Camp to allow construction of additional shower houses, pole shelters and sleeping cabins on approximately 170 acres of property which is located in Money Creek and Hudson Townships at 20 Timber Point Lane, Hudson, IL
 - 2) Subdivision Cases:
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Executive Committee
 - a) Request Approval of Vehicle Bid Recommendations to replace six Sheriff's Department Police Squad Cars and two Extended Vans for the McLean County Detention Facility (\$153,401.48) – Sheriff's Department

- 2) Finance Committee
 - a) Request Approval of Extension of Agreement for Brokerage Services with Wells Fargo Insurance Services/Acordia – Risk Management
 - b) Request Approval of Proposed Insurance Program for Fiscal Year 2008 – Risk Management

F. Chairman's Appointments with the Advice and Consent of the County Board:

- 1) REAPPOINTMENTS:
SOUTHEASTER McLEAN COUNTY WATER AUTHORITY
Mr. Darwin Builta
36215 E. 200 North Road
Bellflower, IL 61724
- 2) APPOINTMENTS:
None
- 3) RESIGNATIONS
None

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT

WHEREAS, the McLean County Board's 2008 Budget for the McLean County Highway Fund 0120, includes the purchase of one (1) 2008 Tandem Cab & Chassis, one (1) 2008 Stainless Steel Dump Body & Hoist, one (1) 2008 Semi Tractor, two (2) 2008 4-Wheel Drive Utility Tractors, one (1) 2008 Rubberized Crack Sealer Kettle, one (1) 2008 ¾-Ton Pickup Truck and two (2) ½-Ton Extended Cab Short-bed Pickup Trucks; and

WHEREAS, McLean County Highway Department receive sealed bids on January 29, 2008; and

WHEREAS, the Transportation Committee duly approved the bids on February 05, 2008; and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bids be awarded as follows:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

- 1 – 2008 International 7400 SFA Tandem Cab & Chassis with
Injector Coverage for \$76,635.00 Prairie-Archway International
808 W Bradley Ave
Champaign, IL 61820
- 1 – 2008 Henderson Mark E 304SS Stainless Steel Dump Body
& Hoist for \$25,956.00 Koenig Body & Equipment
2428 Farmington Rd
Peoria, IL 61604
- 1 – 2008 Kenworth T800 Semi Tractor with addition of Stainless
Tank Straps & Tilt Grill for \$68,153.00 Central Illinois Trucks, Inc
200 W Northtown Rd
Normal, IL 61761
- 2 – 2008 Case IH Farmall 95C 4-Wheel Drive Utility Tractors with
Larger Optional Tires for \$71,627 less Trade-In of \$14,950 for the
895 Tractor and Trade-In of \$14,800 for the 4240 Tractor for a
Total of \$41,877 from Birkey's Farm Store, Inc
102 W Walnut St – PO Box 319
Hudson, IL 61748-0319
- 1 – 2008 Marathon Kera 260HD Rubberized Crack Sealer Kettle for
\$60,500 less Trade-In of \$7,000 for 2005 Marathon Kera 145H
for a Total of \$53,500 from..... Wissmiller & Evans Road Equip
102 S Jeffrey St – PO Box 87
Cooksville, IL 61730

- 1 – 2008 Ford F-250 ¾-Ton Pickup Truck for \$22,817.89
 from Geiser Ford
 217 Husserman
 Roanoke, IL 61561

- 2 – 2008 Ford F-150 ½-Ton Extended Cab Short-bed Pickup
 Trucks for \$35,489.90 from Geiser Ford
 217 Husserman
 Roanoke, IL 61561

Approved by the County Board on February 19, 2008

Matt Sorensen 2-19-2008
 Matt Sorensen (date)
 McLean County Board

STATE OF ILLINOIS]
] SS
 COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on February 19, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 19th day of February, A.D., 2008.

[SEAL]

Peggy Ann Milton
 Peggy Ann Milton
 McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids : 1/29/2008 Time: 10:00 am Item: 1 Tandem Cab and Chassis
 Trade-In: None Present: Jack, Eric, Mark, Lafe
 Replaces: _____ Date Advertised: 1/15/2008

Bidder:	Peterbuilt Central Illinois	Chicago International		Central Illinois Truck
Address:	Bloomington, Il	Normal, Il		Normal, Il
Make:	Peterbuilt	International		Kenworth
Model:	340	7400 SFA		
Outright Price:	\$80,200.00	\$76,150.00		NO BID
Delivery:	6/1/2008	90 DAYS		
Complies Spec's:	YES	YES		
Does Not Meet Spec's.				
Successful Bidder:		X		

Comments: Additional injector warranty for 84 months and 150,000 miles is available for an additional \$485.00

Recommended by Highway Department: Recommend purchase of 7400 SFA from Prairie Archway International adding the injector coverage for a total purchase price of \$76,635.00

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids (Quotes): 1/29/2008 Time: 10:00 AM Item: Dump Body

Trade-In: n/a Present: Jack, Eric, Lafe and Mark

Replaces: For new Tandem Cab and Chassis Date Advertised: 1/15/2008

Bidder:	Koenig		Peterbuilt Central II	
Address:	Peoria, Il		Bloomington, Il	
Make:	Henderson		Heil	
Model:	Mark-E 304 SS		HPT316	
Outright Price:	\$25,956.00		\$27,607.00	
Delivery:	30 days from order		12-14 Weeks	
Complies Spec's:				
Does Not Meet Spec's.				

Comments:

Recommended by Highway Department: Recommend purchase of one Mark-E 304SS
from Koenig body for a purchase price of \$25,956.00.

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids : 1/29/2008 Time: 10:00 AM Item: 1 Semi Tractor
 Trade-In: 213 Present: Jack, Eric, Lafa and Mark
 Replaces: above semi tractor Date Advertised: 1/15/2008

Bidder:	Peterbuilt Central Illinois	Chicago International		Central Illinois Truck
Address:	Bloomington, Il	Normal, Il		Normal, Il
Make:	Peterbuilt	International		Kenworth
Model:	384	7600SFA		T800
Outright Price:	\$93,096.00	\$98,750.00		\$95,500.00
Less Trade In:	\$18,000.00	\$16,000.00		\$27,000.00
Net Price:	\$75,096.00	\$82,750.00		\$68,500.00
Delivery:	6/1/2008	90 days from order		6 weeks from order
Complies Spec's:	yes	yes		yes
Does Not Meet Spec's.				
Successful Bidder:				X

Comments: Central Illinois Trucks recommends stainless steel tank straps for an additional \$35.00
 Also recommends omit stationary grill and substitute tilt grill with hood for a savings of \$382.00
 11R.22.5 "H" range tires available at no charge

Recommended by Highway Department: Recommend the purchase of one new T800 semi Tractor with
 addition of stainless tank straps and tilt grill for a purchase price of \$68153.00

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids : 1/29/2008 Time: 10:00 AM Item: 2 Tractors
 Trade-In: 4240 and 895 Case Tractors Present: Jack, Eric, Lafe and Mark
 Replaces: above Tractors Date Advertised: 1/15/2008

Bidder:	Birkey's Farm Store	Central II Ag	Martin Bros.	Nord Outdoor Power
Address:	Hudson, Il	Atlanta, Il	Lexington, Il	Bloomington, Il
Make:	Case IH	Case IH	John Deere	Kubota
Model:	Farmall 95C	Farmall 95C	5525 w/Cab	M8540HDC12
Outright Price:	\$36,450.00	\$38,800.00	\$37,900.00	\$38,000.00
Outright Price for 2:	\$71,363.00	\$76,000.00	\$75,800.00	\$73,600.00
Less Trade of 895:	\$14,950.00	\$15,000.00	\$14,000.00	\$9,600.00
Less Trade of 4240:	\$14,800.00	\$15,000.00	\$12,500.00	\$11,000.00
Net Price:	\$41,613.00	\$46,000.00	\$49,300.00	\$53,000.00
Delivery:	120 days from order	6/2/2008	ASAP	90 days from order
Complies Spec's:	yes	yes	yes	yes
Does Not Meet Spec's.				
Successful Bidder:	X			

Comments: tractor is equipped with 16.9 x 24 R4 tires, Larger 19.5L x 24 are available for \$132.00/ Tractor

Recommended by Highway Department: Recommend purchase of 2 new Farmall 95C tractors with larger optional tires for a price of \$41,877.00

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation page 1

Date of Bids (Quotes): 1/29/2008 Time: 10:00 AM Item: Crack Sealer

Trade-In: 2005 Kera 145H Present: Jack, Eric S., Lefe, Mark

Replaces: trade in Date Advertised: 1/15/2008

Bidder:	Stepp Manufacturing	Rahn Equipment	Marathon	W.E.R.E.
Address:	North Branch, Mn.	Danville, Il	Ontario, Canada	Cooksville, Il
Make:	Stepp Manufacturing	Stepp Manufacturing	Marathon	Marathon
Model:			Kera 260HD	Kera 260HD
Outright Price:	no bid	no bid	\$60,350.00	\$60,500.00
Less Trade In:			no trade	\$7,000.00
Net Price :				\$53,500.00
Delivery:			6-8 weeks from order	6 weeks from order
Meets Specs:			yes	yes
Does Not Meet Spec's.				
Successful Bidder:				X

Comments:

Recommended by Highway Department: Purchase one new Kera 260HD Crack Sealer Kettle from WERE trading

2005 Kera 145H for a net price of \$53500.00

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids : 1/29/2008 Time: 10:00 AM Item: 3/4 Ton Pickup
 Trade-In: n/a Present: Lafe, Jack, Mark and Eric
 Replaces: 117 Date Advertised: 1/15/08

Bidder:	Dennison Corp.	Lexington Ford	Barker Motor co	Heller's	Geiser Ford
Address:	Bloomington, Il	Lexington, Il	Bloomington, Il	Chenoa	Roanoke, Il
Make:	Ford	Ford	GMC	Chevrolet	Ford
Model:		F-250	Sierra		F-250
Net Price:	no bid	\$23,878.00	\$26,062.00	no bid	\$22,817.89
Delivery:		90 days from order	6 weeks from order		8-10 weeks from order
Complies Spec's:		yes	yes		yes
Does Not Meet Spec's.					
Successful Bidder:					X

Comments: Truck has a rear axle ratio of 3.55 with limited slip instead of 3.73

Recommended by Highway Department: Recommend the purchase of one new Ford F-250 from Geiser Ford for a Purchase price of \$22,817.89

Accepted by Transportation Committee:

Date:

McLEAN COUNTY HIGHWAY DEPARTMENT

Equipment Bid Tabulation

Date of Bids: 1/29/2008 Time: 10:00 AM Item: 1/2 Ton Extended Cab Pickups

Trade-In: n/a Present: Eric, Lafe, Jack, Mark

Replaces: 105,114 Date Advertised: 1/15/2008

Bidder:	Dennison Corp.	Lexington Ford	Barker Motor Co	Heller's	Geiser Ford
Address:	Bloomington, IL	Lexington, IL	Bloomington	Chenoa, IL	Roanoke, IL
Make:		Ford	GMC		Ford
Model:		F-150	Sierra		F-150
Price Each:	no bid	\$17,810.00	\$20,313.00	no bid	\$17,799.95
Price for 2:		\$35,620.00	\$40,626.00		\$35,489.90
Delivery:		90 days	6 weeks from order		6-8 weeks from order
Complies Spec's:		no	yes		yes
Does Not Meet Spec's:					
Successful Bidder:					X

Comments:

Recommended by Highway Department: Recommend Purchase of 2 new F-150 Ford pickups from Geiser Ford in Roanoke IL for a purchase price of \$35,489.90

Accepted by Transportation Committee:

Date:

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on February 5, 2008, for a letting held on January 30, 2008, for three (3) McLean County and two (2) Township MFT Maintenance Sections and one (1) McLean County MFT Construction Section joint with the City of Bloomington, and,

WHEREAS, the Transportation Committee duly approved the bids on February 5, 2008,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2008 MFT MAINTENANCE SECTIONS:

McLean County..... Sec 08-00000-00-GM..... GR 4

The successful bidders on the above section were:

Carri Scharf Materials (Heyworth)	\$70,000.00
7 Carri Dr, Bloomington, IL 61704	
Rowe Construction Co (Carmichael).....	\$80,000.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609	
Valley View Industries (Fairbury).....	\$55,200.00
8785 E 2500 North Rd, Cornell, IL 61319	
Prairie Materials (Yard 88 – Eppards Point Twp)	\$56,000.00
15887 E 1200 North Rd, Pontiac, IL 61764	

McLean County..... Sec 08-00000-00-GM..... GR 4A

The successful bidders on the above section were:

Carri Scharf Materials (Rte 9, Blm).....	\$6,000.00
7 Carri Dr, Bloomington, IL 61704	
Rowe Construction Co (Downs & Northtown Rd).....	\$4,500.00
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609	

McLean County..... Sec 08-00000-00-GM..... Crack Sealer

The successful bidder on the above section was:

Sherwin Industries, Inc	\$35,230.00
2129 W Morgan Ave, Milwaukee, WI 53221	

Cheney's Grove RD Sec 08-08000-00-GM..... GR 14

The successful bidder on the above section was:

Crane Trucking	\$16,980.00
25575 E 825 North Rd, Forrest, IL 61741	

Dawson RD Sec 08-13000-00-GM..... GR 14

The successful bidder on the above section was:

Crane Trucking	\$17,930.00
25575 E 825 North Rd, Forrest, IL 61741	

2008 MFT CONSTRUCTION SECTION:

McLean County..... Sec 06-00168-01-TL Joint with the
City of Bloomington..... Sec 06-00335-01-TL
Towanda Barnes Rd and Oakland Ave Signals

The successful bidder on the above section was:

Rowe Construction Co, a Div of RA Cullinan & Son, Inc ... \$784,681.64
1523 N Cottage Ave, PO Box 609, Bloomington, IL 61702-0609



Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on February 19, 2008.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19th day of February A.D., 2008.

[SEAL]



Peggy Ann Milton, County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
January 30, 2008 - Letting

Sq Yd	8	\$20.00	\$160.00	\$47.75	\$382.00
Slope Wall Removal	8	\$20.00	\$160.00	\$47.75	\$382.00
Pipe Culvert Removal	14	\$10.00	\$140.00	\$27.29	\$382.06
Pipe Culverts, Class C, Type 1 1/8"	550	\$32.00	\$17,600.00	\$27.26	\$14,993.00
Pipe Culverts, Class C, Type 1 2/4"	360	\$35.00	\$12,600.00	\$38.41	\$13,827.60
Precast Reinforced Concrete Flared End Sections 15"	2	\$600.00	\$1,200.00	\$798.73	\$1,897.46
Metal End Sections 18"	2	\$325.00	\$650.00	\$270.81	\$541.62
Metal End Sections 24"	1	\$350.00	\$350.00	\$309.33	\$309.33
Storm Sewers, Class A, Type 1 1/8"	120	\$45.00	\$5,400.00	\$48.09	\$5,770.80
Storm Sewers, Class A, Type 1 1/8"	290	\$50.00	\$14,500.00	\$36.98	\$10,724.20
Manholes, Type A, 5'-Diameter, Type 8 Grate	3	\$1,800.00	\$5,400.00	\$1,779.38	\$5,338.14
Manholes, Type A, 5'-Diameter, Type 50 Frame and Grate	1	\$2,000.00	\$2,000.00	\$2,153.21	\$2,153.21
Inlets, Type A, Type 8 Grate	5	\$750.00	\$3,750.00	\$887.22	\$4,436.10
Inlets, Type Special, Type 50 Frame and Grate	1	\$1,200.00	\$1,200.00	\$1,424.29	\$1,424.29
Combination Concrete Curb and Gutter, Type B-6.12	85	\$40.00	\$3,400.00	\$73.36	\$6,235.60
Combination Concrete Curb and Gutter, Type B-6.18	1,525	\$22.00	\$33,550.00	\$27.35	\$41,708.75
Concrete Curb and Gutter Outlet, Special	12	\$750.00	\$9,000.00	\$671.50	\$8,058.00
Field Tile Junction Vaults, 2' Diameter	3	\$800.00	\$2,400.00	\$1,170.95	\$3,512.85
Field Tile Junction Vaults, 3' Diameter	3	\$1,000.00	\$3,000.00	\$1,519.45	\$4,558.35
Storm Sewers, Special 6"	150	\$26.00	\$3,900.00	\$16.13	\$2,419.50
Storm Sewers, Special 8"	150	\$28.00	\$4,200.00	\$14.81	\$2,221.50
Storm Sewers, Special 10"	150	\$30.00	\$4,500.00	\$19.44	\$2,916.00
Traffic Control Complete	L Sum	\$8,000.00	\$8,000.00	\$15,361.65	\$15,361.65
Sign Panel - Type 1	Sq Ft	\$45.00	\$1,800.00	\$37.95	\$1,518.00
Sign Panel - Type 2	Sq Ft	\$45.00	\$1,800.00	\$60.50	\$3,327.50
Thermoplastic Pavement Marking - Letters and Symbols	Sq Ft	\$4.50	\$2,205.00	\$6.00	\$2,940.00
Thermoplastic Pavement Marking - Line 4"	12,000	\$1.50	\$18,000.00	\$0.83	\$9,960.00
Thermoplastic Pavement Marking - Line 8"	1,510	\$3.00	\$4,530.00	\$1.99	\$3,004.90
Thermoplastic Pavement Marking - Line 12"	560	\$4.50	\$2,520.00	\$2.99	\$1,674.40
Thermoplastic Pavement Marking - Line 24"	185	\$9.00	\$1,665.00	\$5.92	\$1,095.20
Raised Reflective Pavement Marker	96	\$40.00	\$3,840.00	\$46.20	\$4,435.20
Pavement Marking Removal	650	\$5.00	\$3,250.00	\$6.50	\$4,225.00
Service Installation, Type A	2	\$1,000.00	\$2,000.00	\$1,628.00	\$3,256.00
Conduit in Trench, 2" Dia., Galvanized Steel	140	\$10.00	\$1,400.00	\$7.70	\$1,078.00
Conduit in Trench, 1 1/4" Dia., PVC	284	\$3.50	\$994.00	\$5.50	\$1,562.00
Ceadojil in Trench, 2" Dia., PVC	1,120	\$3.75	\$4,200.00	\$7.70	\$8,624.00
Ceadojil in Trench, 2 1/2" Dia., PVC	193	\$5.50	\$1,061.50	\$8.25	\$1,592.25
Conduit in Trench, 4" Dia., PVC	12	\$35.00	\$420.00	\$13.20	\$158.40
Conduit Pushed, 2" Dia., Galvanized Steel	310	\$26.00	\$8,060.00	\$9.90	\$3,069.00
Conduit Pushed, 3" Dia., PVC	192	\$21.00	\$4,032.00	\$14.30	\$2,745.60
Conduit Pushed, 4" Dia., PVC	138	\$22.00	\$3,036.00	\$15.40	\$2,125.20
Double Handhole	7	\$950.00	\$6,650.00	\$1,320.00	\$9,240.00
Electric Cable in Conduit, 600V (XLP-Type Use) 3-1/8 No. 8	4	\$1,400.00	\$5,600.00	\$1,485.00	\$5,940.00
Luminaire, Sodium Vapor, Horizontal Mount, 250 Watt	1,800	\$4.00	\$7,200.00	\$1.65	\$783.75
Lighting Controller, Special	4	\$500.00	\$2,000.00	\$2.20	\$3,960.00
Full-Actuated Controller and Type IV Cabinet, Special	1	\$10,000.00	\$10,000.00	\$610.50	\$2,442.00
Electric Cable in Conduit, Signal No. 14 5C	1,681	\$2.75	\$4,347.75	\$7.00	\$770.00
Electric Cable in Conduit, Signal No. 14 7C	2,687	\$3.00	\$8,061.00	\$13,492.60	\$13,492.60
Electric Cable in Conduit, Lead-In, No. 14 1 Pair	6,819	\$2.00	\$13,638.00	\$1.76	\$4,729.12
Electric Cable in Conduit, Service, No. 6 2 C	27	\$7.50	\$202.50	\$0.99	\$6,849.81
Electric Cable in Conduit, Grounding, No. 6 1 C	666	\$6.95	\$4,228.10	\$4.40	\$118.80
Electric Cable in Conduit No. 20 3/C, Twisted, Shielded	1,020	\$5.00	\$5,100.00	\$1.10	\$732.60
Traffic Signal Post, Galvanized Steel 16 Ft	4	\$660.00	\$2,640.00	\$1.32	\$1,348.40
Steel Mast Arm Assembly and Pole, 38 Ft	2	\$11,250.00	\$22,500.00	\$935.00	\$3,740.00
Steel Mast Arm Assembly and Pole, 50 Ft	2	\$12,750.00	\$25,500.00	\$9,350.00	\$18,700.00
Concrete Foundation, Type A	12	\$180.00	\$2,160.00	\$10,067.20	\$20,134.40
Concrete Foundation, Type D	3.5	\$175.00	\$612.50	\$92.50	\$2,310.00
Concrete Foundation, Type E 36-inch Diameter	52	\$175.00	\$9,100.00	\$165.00	\$577.50
Signal Head, Polycarbonate, LED, 1-Face, 3-Section, Mast Arm Mounted	6	\$1,075.00	\$6,450.00	\$1,012.00	\$6,072.00
Signal Head, Polycarbonate, LED, 1-Face, 4-Section, Bracket Mounted	6	\$1,400.00	\$8,400.00	\$1,207.80	\$7,246.80
Signal Head, Polycarbonate, LED 1-Face, 4 Section, Mast Arm Mounted	6	\$1,400.00	\$8,400.00	\$1,241.90	\$7,451.40
Traffic Signal Backplate, Louvered, Formed Plastic	18	\$135.00	\$2,430.00	\$110.00	\$1,950.00
Inductive Loop Detector	26	\$250.00	\$6,500.00	\$110.00	\$2,860.00
Detector Loop, Type I	1,224	\$14.00	\$17,136.00	\$9.52	\$11,652.48
Traffic Signal Battery Backup	1	\$7,000.00	\$7,000.00	\$3,811.50	\$3,811.50
Emergency Vehicle Priority System	1	\$10,000.00	\$10,000.00	\$4,372.50	\$4,372.50
Construction Layout	1	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00
	L Sum	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00
		Total	\$609,662.35	\$784,881.54	\$784,881.54
					-3.09%

-100.00%

ORDINANCE IMPOSING WEIGHT LIMITATIONS UPON TRUCKS AND
COMMERCIAL VEHICLES AND PROVIDING A PENALTY FOR
A VIOLATION THEREOF

WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code" effective July 1, 1970, with amendments thereto, which act is now in full force and effect, and,

WHEREAS, Section 625 ILCS 5/15-316 of the Illinois Compiled Statutes provides that local authorities, with respect to highways under their jurisdiction, may by ordinance or resolution, prohibit the operation of trucks and other commercial vehicles, or may impose limitations as to the weight thereof on designated highways, which prohibitions and limitations shall be designated by appropriate signs placed on such highways, and

WHEREAS, certain highways under the jurisdiction of the County of McLean, State of Illinois, have been seriously damaged and deteriorated by the operation of certain vehicles of excessive weight thereon, and

WHEREAS, the continued use of trucks and commercial vehicles on said roads in excess of certain weights will in the future seriously damage and deteriorate said roads,

NOW, THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act of hereinabove referred to, that referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "A" roads hereinafter set forth shall be limited as follows:

From January 15th until April 15th of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15th to the 15th day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles with one front axle and two rear tandem axles with dual tires, of a gross weight over thirty-eight thousand (38,000) pounds.

Trucks and commercial vehicles with one front axle and two rear axles, including trailer axles, more than seventy-two inches (72") apart with dual tires, of a gross weight over forty-two thousand (42,000) pounds.

Trucks and commercial vehicle with one front axle and three rear axles including trailer axles, each rear axle having dual tires, of a gross weight over fifty-four thousand (54,000) pounds.

Trucks and commercial vehicles with one front axle and four rear axles including trailer axles, each rear axle having dual tires, a gross weight over sixty-four thousand (64,000) pounds.

The weight referred to above means the overall weight of vehicle and its load.

Single flotation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the highways upon which the operation of said trucks and commercial vehicles of the weights herein set forth are as follows:

COUNTY HIGHWAY 17: (Cooksville Road) beginning at Route 9 at the SW corner of the SE ¼ of Sec. 35, T 24 N, R 4 E, of the 3rd P.M. and extending northerly approximately 3 ½ miles to the South Corporate Limits of Cooksville at approximately the SW corner of the NE ¼ of Sec. 14, T 24 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 21: (LeRoy Road) beginning at the SE corner of Sec. 33, T 22 N, R 4 E of the 3rd P.M. at Route 136 and extending northerly and westerly approximately 2 ½ miles to the LeRoy Spur near the SW corner of the SE ¼ of the NE ¼ of Sec. 29, T 22 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 21: (Lexington – LeRoy Road) beginning at Route 165 at the SE corner of Sec. 8, T 24 N, R 4 E of the 3rd P.M. and extending northerly 6 ½ miles to the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 29: (Gillium Road) beginning at the SW corner of Sec. 32, T 22 N., R 3 E of the 3rd P.M. at Route 136 and extending northerly approximately 5 miles to the NW corner of Sec. 8, T 22 N., R 3 E of the 3rd P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and com-

mercial vehicles operated upon the particular Class "B" roads hereinafter set forth shall be limited as follows:

From January 15th until April 15th of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than sixteen thousand (16,000) pounds shall be prohibited.

From the period of April 15th to the 15th day of the following January in each and every year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles with one front and one rear axle with dual tires, of a gross weight of twenty-six thousand (26,000) pounds or over.

Trucks and commercial vehicles with one front and two rear axles with dual tires, of a gross weight of thirty-six thousand (36,000) pounds or over.

Trucks and commercial vehicles with one front axle and three or more rear axles, and rear axle having dual tires, of a gross weight of forty-six thousand (46,000) pounds or over.

The maximum load weight of any truck or commercial vehicle shall not exceed forty-six thousand (46,000) pounds.

The weights referred to above mean the overall weight of vehicle and its load.

Single floatation type tires will be recognized in lieu of dual tires if certified equivalent by the manufacturer.

BE IT FURTHER ORDAINED that the Class "B" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 3: (Mansfield Road) beginning at the NE corner of Sec. 3, T 21 N, R 6 E of the 3rd P.M. at Route 136 and extending southerly approximately two miles to the SE corner of Sec. 10, T 21 N, R 6 E of the 3rd P.M. at the Piatt County line.

COUNTY HIGHWAY 6: (Kappa Road) beginning at the NW corner of Sec. 34, T 26 N, R 2 E of the 3rd P.M. at the Woodford County line and extending easterly approximately five miles to the NE corner of the SW ¼ of Sec. 32, T 26 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 8: (Lexington East Road) beginning at Cargill Hybrid Seeds Entrance a point near the NW corner of the SW ¼ of Sec. 9, T 25 N, R 4 E of the 3rd P.M. and extending easterly approximately ten and one-quarter miles to the SE corner of the NE ¼ of the NE ¼ of Sec. 12, T 25 N, R 5 E of the 3rd P.M. at the Livingston County line.

COUNTY HIGHWAY 11: (Farmer City Road) beginning at the NE corner of the NW ¼ of Sec. 4, T 21 N, R 5 E of the 3rd P.M. at Route 136 and extending southerly approximately two miles to the SE corner of the SW ¼ of Sec. 9, T 21 N, R 5 E of the 3rd P.M. on the DeWitt County line.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the NE corner of the SW ¼ of the SW ¼ of Sec. 20, T 25 N, R 1 E of the 3rd P.M. at the Woodford County line and extending easterly approximately five miles to the NE corner of the SE ¼ of Sec. 24, T 25 N, R 1 E of the 3rd P.M. Also beginning at the NW corner of Sec. 30, T 25 N, R 2 E of the 3rd P.M. and extending easterly to the SE corner of Sec. 20, T 25 N, R 2 E of the 3rd P.M. at I-39. Also beginning at the NW corner of Sec. 25, T 25 N, R 2 E of the 3rd P.M. and extending two miles to the NE corner of Sec. 30, T 25 N, R 3 E of the 3rd P.M. Also beginning at the NW corner of the NE ¼ of Sec. 29, T 25 N, R 3 E of the 3rd P.M. extending in an easterly direction approximately three and one-quarter miles to the SW corner of the SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 15: (Sabina Road) beginning at the SW corner of Sec. 33, T 22 N, R 5 E of the 3rd P.M. at Route 136 and extending northerly and easterly approximately nine miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at Route 66 near the north corporate limit of Chenoa a point near the SW corner of the NW ¼ of the NW ¼ of Sec. 1, T 26 N, R 4 E of the 3rd P.M. and extending in a northerly direction approximately ¼ mile to the NW corner of Sec. 1, T 26 N, R 4 E of the 3rd P.M. at the Livingston County line.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the SW corner of the NW ¼ of Sec. 11, T 25 N, R 4 E of the 3rd P.M. and extending northerly and easterly approximately seven miles to the south corporate limits of Chenoa near the NW corner of the SW ¼ of Sec. 12, T 26 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 21: (*Horse Farm Road*) beginning at the SE corner of Sec. 9, T 21 N, R 4 E of the 3rd P.M. at the DeWitt County line and extending northerly approximately two miles to the NW corner of Sec. 3, T 21 N, R 4 E of the 3rd P.M. at Route 136.

COUNTY HIGHWAY 23: (Meadows Road) beginning near the SE corner of the NE ¼ of the NW ¼ of Sec. 7, T 25 N, R 4 E of the 3rd P.M. and extending northerly approximately seven and three-quarters miles to the NE corner of Sec. 6, T 26 N, R 4 E of the 3rd P.M. at the Livingston County line.

COUNTY HIGHWAY 25: (Holder Road) beginning at the SW corner of Sec. 18, T 23 N, R 4 E of the 3rd P.M. and extending northerly approximately one-half miles to the railroad tracks at Holder near NW corner of the SW ¼ of Sec. 18, T 23 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 27: (South Downs Road) beginning at the SE corner of Sec. 9, T 21 N, R 3 E of the 3rd P.M. at the DeWitt County line and extending northerly approximately seven and three-quarters miles to a point near the SE corner of the SW ¼ of the SW ¼ of Sec. 4, T 22 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 28: (Ireland Grove Road) beginning at the NW corner of Sec. 15, T 23 N, R 3 E of the 3rd P.M. and extending easterly approximately *twelve* miles to the NE corner of Sec. 16, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 30: (Colonial Motel Road) beginning at approximately the SW corner of the NW ¼ of the NE ¼ Sec. 26, T 23 N, R 2 E, 3rd P.M. and extending easterly and northerly approximately 1 ¾ miles to Route 150 a point near the NE corner of the SW ¼ of Sec. 24, T 23 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SW corner of Sec. 34, T 23 N, R 1 W and extending easterly and northerly approximately eight miles to the SW corner of the NE ¼ of Sec. 35, T 23 N, R 1 E of the 3rd P.M. at Rt. 66. Also beginning at the intersection of CH 41 and CH 34 a point near the SW corner of the NE ¼ of Sec. 36, T 23 N, R 1 E of the 3rd P.M. and extending easterly approximately two and one-quarter miles to the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 36: (Funks Grove Road) beginning at the SW corner of Sec. 10, T 22 N, R 1 W of the 3rd P.M. and extending easterly approximately twelve and three-quarter miles to a point approximately six hundred feet north of the SW corner of the SE ¼ of Sec. 9, T 22 N, R 2 E of the 3rd P.M. at Route 51. Also (Thomas Craft Road) beginning at the SW corner of the SE ¼ of Sec. 33, T 23 N, R 3 E of the 3rd P.M. at Route 150 and extending easterly approximately five and one-half miles to the SE corner of Sec. 32, T 23 N, R 4 E of the 3rd P.M. Also (Dawson Lake Road) beginning at the SW corner of the NW ¼ of the NW ¼ of Sec. 33, T 23 N, R 4 E of the 3rd P.M. and extending easterly and northerly approximately eight and three-quarter miles to the NE corner of Sec. 28, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 40: (Rock Road) beginning at the SW corner of Sec. 16, T 22 N, R 5 E of the 3rd P.M. and extending easterly approximately six and one-half miles to the NE corner of the NW ¼ of Sec. 21, T 22 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the SW corner of Sec. 8, T 21 N, R 1 E of the 3rd P.M. at the DeWitt County line and extending northerly approximately one and three-quarters miles to a point near the SW corner of the NW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3rd P.M. approximately ¼ mile south of Route 136.

COUNTY HIGHWAY 49: (Carlock-Secor Road) beginning near the SW corner of the NW ¼ of the SE ¼ of Sec. 20, T 25 N, R 1 E of the 3rd P.M. at County Highway 12 (Hudson-Carlock Road) and extending northerly approximately ¼ mile to the Woodford County Line a point near the NW corner of the SE ¼ of Sec. 20, T 25 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the SE corner of the SW ¼ of the SW ¼ of Sec. 14, T 24 N, R 1 W of the 3rd P.M. at the West Corporate Limit of Danvers and extending westerly and northerly approximately five and one-half miles to the NW corner of the SE ¼ of Sec. 27, T 25 N, R 1 W of the 3rd P.M. at the Woodford County line.

COUNTY HIGHWAY 65: (Sweeney Road) beginning at the SW corner of SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E of the 3rd P.M. and extending northerly a ¼ mile to the NW corner of the SE ¼ of the SE ¼ of Sec. 23, T 25 N, R 3 E, of the 3rd P.M. at Route 66

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "C" roads hereinafter set forth shall be limited as follows:

From January 15th until April 15th of each year the operation of trucks and commercial vehicles upon said highways of a gross weight of more than twenty thousand (20,000) pounds shall be prohibited.

From the period of April 15th to the 15-day of the following January in each year, the operation of the following described trucks and commercial vehicles shall be prohibited on said highways.

Trucks and commercial vehicles of a gross weight over seventy-three thousand two hundred eighty pounds (73,280) as provided in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes.

COUNTY HIGHWAY 1: (Cropsey Road) beginning at Yates street in Cropsey near the SE corner of the NE ¼ of Sec. 23, T 25 N, R 6 E of the 3rd P.M. and extending northerly and westerly approximately one and one-half miles to the NW corner of Sec. 23, T 25 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 5: (Saybrook – Bellflower Road) beginning at the North Corporate limits of Bellflower at the approximate NW corner of the SE ¼ of Sec. 21, T 22 N, R 6 E of the 3rd P.M. and extending northerly approximately five and one-quarter miles to the South Corporate limits at Saybrook at the SE corner of the NW ¼ of Sec. 28, T 23 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 7: (Anchor Road) beginning at Route 9 at the SE corner of Sec. 32, T 24 N, R 6 E of the 3rd P.M. and extending northerly approximately five and one-half miles to the South Corporate limits of Anchor at the NE corner of the SE ¼ of Sec. 5, T 24 N, R 6 E of the 3rd P.M.

COUNTY HIGHWAY 8: (Comlara Park Road) beginning at the Woodford County line near the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Sec. 6, T 25 N, R 2 E of the 3rd P.M. and extending easterly approximately 2 miles to the West on/off ramps of I-39 near the NE corner of Sec. 8, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 8: (P.J. Keller Highway) beginning near SE corner of the NW $\frac{1}{4}$ of Sec. 1, T 25 N, R 2 E of the 3rd P.M. at the entrance to the City of Bloomington filtration plant located on the west side of Lake Bloomington and extending easterly approximately seven and one-half miles to the west on/off ramps of I-55 near the SW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec.12, T 25 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 12: (Hudson *East* Road) beginning at the east corporate limits of Hudson a point near the NW corner of Sec. 27, T 25 N, R 2 E of the 3rd P.M. and extending in an easterly direction for two miles to the NE corner of Sec. 26, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 13: (Colfax-Weston Road) beginning at Route 165 in Colfax at the SE corner of Sec. 34, T 25 N, R 5 E of the 3rd P.M. and extending northerly approximately 12 miles to Route 24 at the NE corner of Sec. 10, T 26 N, R 5 E of the 3rd P.M. Also beginning at approximately the SW corner Sec. 3, T 24 N, R 5 E of the 3rd P.M. and extending easterly approximately 1 mile and northerly $\frac{1}{4}$ mile to the south corporate limits of Colfax a point near the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 3, T 24 N, R 5 E of the 3rd P.M..

COUNTY HIGHWAY 14: (Towanda-East Road) beginning at the intersection of Jefferson & Hely streets in Towanda a point near the SW corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 5 T 24 N, R 3 E of the 3rd P.M. and extending easterly and south-erly 4 $\frac{3}{4}$ miles to a point near the SE corner of Sec. 11, T 24 N, R 3 E of the 3rd P.M. at Route 165.

COUNTY HIGHWAY 15: (Colfax Road) beginning at the SE corner of Sec. 33, T 24 N, R 5 E of the 3rd P.M. at Route 9 and extending in a northerly direction approximately five and one-quarter miles to the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4, T 24 N, R 5 E of the 3rd P.M. at Route 165.

COUNTY HIGHWAY 18: (Danvers-Yuton Road) beginning at the East Corpo-
rate Limits of Danvers at the NW corner of the NE $\frac{1}{4}$ of Sec. 24, T 24 N, R 1 W
of the 3rd P.M. and extending easterly approximately 5 $\frac{1}{4}$ miles to a point near the
NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 23, T 24 N, R 1 E of the 3rd P.M.
(Elevator Entrance).

COUNTY HIGHWAY 21: (Lexington-Leroy Road) beginning near the NE cor-
ner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, T 22 N, R 4 E of the 3rd P.M. at Rt 150 *in*
Leroy and extending in a northerly direction approximately 7 $\frac{3}{4}$ miles *to the NW*
corner of the SW $\frac{1}{4}$ Sec. 9, T 23 N, R 4 E of the 3rd P.M. Also beginning at Route
9 at the SE corner of Sec. 32, T 24 N, R 4 E of the 3rd P.M. and extending north-
erly approximately four miles to Route 165 near the NE corner of Sec. 17, T 24
N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 24: (Sec. V) beginning at the NW corner of Sec. 6, T 23 N, R 1 W of the 3rd P.M. at the Tazwell County line and extending easterly approximately 4 miles to Route 122 at the NE corner of Sec. 3, T 23 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 29: (Gillium Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3rd P.M. and extending northerly approximately 2 ¼ miles to Rt. 150 at the NW corner of the SW ¼ of the SW ¼ of Sec. 29, T 23 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at the SW corner of Sec. 20, T 24 N, R 3 E of the 3rd P.M. and extending northerly approximately three and one-fourth miles to County Highway 14 a point near the SW corner of the SE ¼ of the SW ¼ of Sec. 5, T 24 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 29: (Towanda – Gridley Road) beginning at approximately the SE corner of the NE ¼ of Sec. 31, T 25 N, R 3 E, of the 3rd P.M. and extending northerly and easterly approximately 12 miles to the South Corporate Limits of Gridley at the SW corner of the NW ¼ of the NE ¼ of Sec. 9, T 26 N, R 3 E of the 3rd P.M.

COUNTY HIGHWAY 30: (Colonial Motel Road) beginning at the SW Corner of the SE ¼ of Sec. 21, T 23 N, R 2 E, of the 3rd P.M. at Route 51 and extending easterly 2 miles to SW corner of the NW ¼ of the NE ¼ of Sec. 26, T 23 N, R 2 E or the 3rd P.M.

COUNTY HIGHWAY 31: (Pipeline Road) beginning at Northtown Road near the SW corner of Sec. 12, T 24 N, R 2 E of the 3rd P.M. and extending in a northerly direction approximately eight miles to County Highway 8 near the NE corner of the NW ¼ of Sec. 12, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at the SW corner of the SE ¼ of Sec. 21, T 23 N, R 1 W of the 3rd P.M. and extending in an easterly direction approximately 6 ½ miles to a point near the SE corner of Sec. 21, T 23 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 33: (Comlara Park Road) beginning at the SW corner of Sec. 8, T 25 N, R 2 E of the 3rd P.M. and extending northerly approximately 1 ¼ miles to County Highway 8 near the NE corner of Sec. 7, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 34: (Olympia School Road) beginning at the Tazewell County Line near the SW corner of Sec. 31, T 23 N, R 1 W of the 3rd P.M. and extending easterly approximately 3 miles to the SE corner of Sec. 33, T 23 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 36: (Downs Road) beginning at The Kickapoo Creek Bridge a point near the NE corner of the NW ¼ of Sec. 11, T 22 N, R 2 E of the 3rd P.M. and extending easterly 2 ½ miles to County Highway 29 a point near the NE corner of Sec. 7, T 22 N, R 3 E, of the 3rd P M

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the SW corner of Sec. 22, T 23 N, R 5 E of the 3rd P.M. and extending easterly approximately five miles to the SE corner of Sec. 20, T 23 N, R 6 E near the Saybrook corporate limits.

COUNTY HIGHWAY 37: (Linden Street) beginning at Northtown Road a point near the SE corner of Sec. 9 and extending in a northerly and westerly direction 4 ¼ miles to County Highway 12 a point near the NW corner of the NE ¼ of the NE ¼ of Sec. 28, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 39: (Ropp Road) beginning at County Highway 70 a point near the SW corner of Sec. 19, T 24 N, R 2 E of the 3rd P.M. and extending northerly approximately 8 ½ miles to Evergreen Lake near the SW corner of the NW ¼ of Sec. 7, T 25 N, R 2 E of the 3rd P.M.

COUNTY HIGHWAY 40: (Leroy School Road) beginning at County Highway 21 a point near the SW corner of Sec. 16, T 22 N, R 4 E of the 3rd P.M. and extending easterly 6 miles to the SW corner of Sec. 16, T 22 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 53: (Danvers – Carlock Road) beginning at the north corporate limits of Danvers near the SW corner of the SE ¼ of the NE ¼ of Sec 14, T 24 N, R 1 W of the 3rd P.M. and extending in a northerly and easterly direction approximately five miles to the East On/Off Ramps of I-74 at Carlock near the SW corner of the NE ¼ of Sec. 31, T 25 N, R 1 E of the 3rd P.M.

COUNTY HIGHWAY 59: (Stanford – McLean Road) beginning at Route 136 near the SE corner of Sec. 34, T 22, R 1 W of the 3rd P.M. and extending in a northerly and westerly direction approximately 7 miles to a point near the NE corner of Sec. 4, T 22 N, R 1 W. Also beginning at the SW corner of the SE ¼ of Sec. 33, T 23 N, R 1 W, of the 3rd P.M. and extending northerly for 2 miles to the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W, of the 3rd P.M.

COUNTY HIGHWAY 63: (Ron Smith Memorial Highway) beginning at County Highway 31 near the SW corner of the NE ¼ of Sec. 13, T 25 N, R 2 E of the 3rd P.M. and extending in an easterly and northerly direction 4 ¼ miles to a point near the NW corner of the SW ¼ of Sec. 6, T 25 N, R 3 E of the 3rd P.M. at County Highway 8.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the Railroad tracks in Gridley and extending northerly 7/8 mile to the Livingston County line near the NW corner of Sec. 3, T 26 N, R 3 E of the 3rd P.M.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and com-

mercial vehicles operated upon the particular Class "D" roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Seventy three thousand two hundred eighty (73,280) pounds as provided for in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes shall be prohibited

BE IT FURTHER ORDAINED that the Class "D" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 5: (Bellflower Spur) beginning at Route 136 near the SW corner of the SE $\frac{1}{4}$ of Sec. 33, T 22 N, R 6 E of the 3rd P.M. and extending northerly for two and $\frac{1}{2}$ miles to the north corporate limits of Bellflower. Also beginning at the south corporate limits of Saybrook and extending northerly for approximately $\frac{3}{8}$ mile to a point approximately 512 feet north of the railroad crossing (Lincoln Street) of County Highway 5 in Saybrook.

COUNTY HIGHWAY 7: (Anchor Road) beginning at the south corporate limits of Anchor and extending north for approximately $\frac{1}{2}$ mile to Illinois Route 165.

COUNTY HIGHWAY 12: (Hudson Road) beginning at the SW corner of Sec. 21, T 25 N, R 2 E, 3rd P.M. (west on/off ramps of I-39) and extending easterly for 1 mile to the east corporate limits of Hudson.

COUNTY HIGHWAY 13: (Colfax Road) beginning at the south corporate limits of Colfax and extending northerly approximately $\frac{3}{4}$ mile to Illinois Route 165.

COUNTY HIGHWAY 17: (*Cooksville* Road) beginning at the south corporate limits of Cooksville and extending northerly approximately $\frac{1}{2}$ mile to Illinois Route 165.

COUNTY HIGHWAY 18: (Danvers-Yuton Road) beginning at the intersection of West Street and North Street in Danvers and extending easterly for $\frac{3}{4}$ mile to the east corporate limits of Danvers.

COUNTY HIGHWAY 19: (Chenoa Road) beginning at the south corporate limits of Chenoa and extending northerly approximately $1 \frac{1}{4}$ miles to Route 66 near the north corporate limits of Chenoa.

COUNTY HIGHWAY 25: (Holder Road) beginning at the railroad near the NW corner of the SW $\frac{1}{4}$ of Sec. 18, T 23 N, R 4 E of the 3rd P.M. and extending northerly $2 \frac{1}{2}$ miles to Illinois Route 9.

COUNTY HIGHWAY 27: (Downs Road) beginning at Franklin Street in Downs and extending northerly ½ mile to Route 150.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at the intersection of CH 29 (Jefferson Street) and CH 14 (Hely Street) near the south corporate limits of Towanda and extending northerly ½ mile to Route 66.

COUNTY HIGHWAY 29: (Gridley Road) beginning at the south corporate limits of Gridley and extending north ¼ mile to Route 24 in Gridley.

COUNTY HIGHWAY 34: (Shirley Road) beginning at the SE corner of the NW ¼ of Sec. 32, T 23 N, R 2 E, of the 3rd P.M. and extending easterly one mile to Illinois route 51. *Also beginning at Old 66 a point near the SE corner of the NE ¼ of Sec. 35, T 23 N, R 1 E of the 3rd P.M. to the intersection of Ch 34 and Ch 41 a point near the NE corner of the SW ¼ of Sec. 36, T 23 N, R 1 E of the 3rd P.M.*

COUNTY HIGHWAY 36: (Downs Road) beginning at the NW corner of Sec. 8, T 22 N, R 3 E of the 3rd P.M. (intersection of CH 29 and CH 36) and extending easterly 1 ½ mile to the intersection of CH 36 and CH 27. Also beginning at the intersection of Seminary and Washington Streets in Downs and extending easterly ½ mile to Route 150.

COUNTY HIGHWAY 36: (Saybrook Road) beginning at the West Corporate Limits of Saybrook a point near the SE Corner of Sec 20, T 23 N, R 6 E of the 3rd P.M. and extending easterly ½ mile to the Saybrook slab.

COUNTY HIGHWAY 41: (Funk Farm Road) beginning at the NW corner of the SW ¼ of Sec. 13, T 22 N, R 1 E, 3rd P.M. and extending northerly 3 ½ miles to CH 34 (Shirley Road) near the I-55 overpass at Shirley.

COUNTY HIGHWAY 44: (McLean Road) beginning at the intersection of Route 136 and West Street in McLean and extending northerly ½ mile thence westerly ½ mile to County Highway 59 a point near the SW corner of the NW ¼ of Sec. 35, T 22 N, R 1 W of the 3rd P.M.

COUNTY HIGHWAY 45: (Waynesville Road) beginning at the NW corner of the SW ¼ of the NW ¼ of Sec. 5, T 21 N, R 1 E of the 3rd P.M. and extending northerly ¼ mile to Route 136.

COUNTY HIGHWAY 53: (Danvers-Carlock Road) beginning at the intersection of West Street (CH 53) and North Street (CH 18) and extending northerly ½ mile to the north corporate limits of Danvers. Also beginning at the east on/off ramps of I-74 at Carlock and extending easterly ¼ mile to Rt. 150 in Carlock.

COUNTY HIGHWAY 55: (Congerville Road) beginning at the west corporate limits of Danvers and extending easterly ½ mile to the intersection of West Street (CH 53) and North Street (CH 18) in Danvers.

COUNTY HIGHWAY 59: (Stanford-McLean Road) beginning at the NW corner of the NE ¼ of Sec. 28, T 23 N, R 1 W of the 3rd P.M. and extending northerly ½ mile to Main Street in Stanford.

COUNTY HIGHWAY 67: (Gridley Road) beginning at the intersection of Ford Street (CH 67) and Rt. 24 and extending northerly 1/8 mile to the Railroad tracks in Gridley.

NOW THEREFORE, BE IT ORDAINED by the Board of McLean County, in regular session, by virtue of the Act hereinabove referred to, that the weight of trucks and commercial vehicles operated upon the particular Class "III" roads hereinafter set forth shall be limited as follows:

The operation of trucks and commercial vehicles upon said highways of a gross weight of more than Eighty Thousand (80,000) as provided for in Section 625 ILCS 5/15-111 of the Illinois Compiled Statutes shall be prohibited.

BE IT FURTHER ORDAINED that the Class "III" highways upon which the operation of said trucks and commercial vehicles of the weights hereinabove set forth are prohibited as follows:

COUNTY HIGHWAY 1: (Cropsey Road) beginning at Route 165 and extending northerly to Yates Street in Cropsey.

COUNTY HIGHWAY 8: (Lake Spur) beginning at I-39 and extending easterly to Lake Bloomington Dam.

COUNTY HIGHWAY 8: (Lexington Road) beginning at Interstate 55 and extending easterly to Cargill Hybrid Seeds entrance.

COUNTY HIGHWAY 13: (Weston Road) beginning at U.S. 24 and extending northerly approximately 1 mile to the Livingston County Line

COUNTY HIGHWAY 15: (Arrowsmith Road) beginning at Route 9 and extending southerly approximately 4 miles to the SW corner of Sec. 22, T 23 N, R 5 E of the 3rd P.M.

COUNTY HIGHWAY 17: (Ellsworth Road) beginning at the SE corner of the NE 1/4 of the NW 1/4 of Sec. 26, T 23 N, R 4 E of the 3rd P.M. and extending northerly approximately 4 1/4 miles to Illinois Route 9 a point near the NW corner of the NE 1/4 of Sec. 2, T 23 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 18: (Danvers-Yuton Road) beginning at the Yuton Elevator entrance off CH 18 west of the railroad tracks and extending easterly for 1/4 mile to Whiteoak Road (CH 70).

COUNTY HIGHWAY 21: (Lexington-Leroy Road) beginning at Rt. 9 and extending southerly approximately 1 ½ miles to the NW corner of the SW ¼ of Sec. 9, T 23 N, R 4 E of the 3rd P.M.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at Rt. 150 and extending northerly 6 ¾ miles to Ft. Jesse Road.

COUNTY HIGHWAY 29: (Towanda-Barnes Road) beginning at the I-55 interchange and extending north approximately 2,150 feet to Reeve's Farm North Entrance.

COUNTY HIGHWAY 32: (Stringtown Road) beginning at Covell Road (CH 43) and extending easterly to Route 66 a distance of 3.15 miles.

COUNTY HIGHWAY 36: (Downs Road) beginning at Rt. 51 and extending easterly 2 miles to the Kickapoo Creek Bridge.

COUNTY HIGHWAY 43: (Covell Road) beginning at IL Route 9 and extending southerly to Stringtown Road (C.H. 32) a distance of 4.03 miles.

COUNTY HIGHWAY 59: (Stanford-McLean Road) beginning at Main Street in Stanford and extending northerly ½ mile to Illinois Rt. 122.

COUNTY HIGHWAY 70: (Whiteoak Road) beginning at the intersection of Locust street and Whiteoak Road (CH 70) and extending Northwesterly for 4 ½ miles to the NW corner of the SW ¼ of the SW ¼ of Sec. 13, T 24 N, R 1 E, 3rd P.M. the intersection with new Rt. 150.

BE IT FURTHER ORDAINED that it shall be unlawful for any person, firm or corporation to operate any truck or commercial vehicle upon the highways hereinabove designated, which truck or commercial vehicle exceeds the gross weights hereinabove set forth during the restricted periods contained herein, in violation of this Ordinance.

BE IT FURTHER ORDAINED that any person, firm or corporation duly found to be in violation of any of the terms and provisions hereof shall be guilty of a petty offense, with a penalty of a fine not to exceed \$500.00.

BE IT FURTHER ORDAINED that the County *Engineer* shall erect or cause to be erected and maintained signs designating by word or symbol the provisions of the ordinance at each end of the portion of highways affected thereby.

BE IT FURTHER ORDAINED that the provisions of this Ordinance shall not apply to fire apparatus, or to vehicles operating under the terms of a special permit.

BE IT FURTHER ORDAINED that upon application in writing and good cause being shown, the County Engineer may issue a Special Permit, at his discretion, in writing, authorizing the applicant to operate or move a vehicle of excessive maximum weight temporarily upon said highways, upon showing an undue hardship or upon showing that said vehicles cannot reasonable be dismantled or disassembled, said County Engineer, however, may require such applicant to indemnify said County against any damages to road foundations or surfaces or structures, and may require such undertaking or other security as may be deemed necessary to compensate for any injury to said road or road structure prior to granting said permit.

This Ordinance shall be in full force and effect immediately upon its passage, adoption and approval as provided by law.

BE IT FURTHER ORDAINED that all previous resolutions and ordinances imposing weight limitations on McLean County Highways are hereby replaced.

Approved by the County Board of McLean County this 19th day of February.

Matt Sorensen 2-19-2008
Matt Sorensen, Chairman (Date)

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on February 19, 2008.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this 19th day of February, A.D., 2008.

[SEAL]

Peggy Ann Milton
County Clerk

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Hampton, Lenzini and Renwick, Inc.
Township:	Address: 3085 Stevenson Drive
Section: Anchor / 01-02123-00-BR Bellflower / 08-04139-00-BR	City: Springfield
	State: Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

SECTION DESCRIPTION

Name _____ Length 0.10 mile
 057-3107
Structure No. 057-3305

Location Anchor - SW 1/4, Sec. 1, T24N, R6E, 3rd P.M., 3.5 miles south of Cropsey
Bellflower - SE 1/4, Sec. 14, T22N, R6E, 3rd P.M., 3 miles northeast of Bellflower

Description: Bridge Replacement

DEFINITION

DEPARTMENT'..... McLean County Highway Department

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.

- i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the Illinois Department of Transportation, Bureau of Local Roads and Streets.
 - k.() Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
PER SECTION	
Under \$50,000	10.00 (see note)
First 50,000	10.00%
Next 50,000	7.75%
Next 100,000	6.50%
Next 200,000	5.60%
Next 200,000	5.20%
Next 450,000	5.10%

2. To pay for all services stipulated under paragraph 1h and 1j of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$153.00
Engineer Specialist	146.00
Engineer 9	143.50
Engineer 8	134.00
Engineer 7	122.00
Engineer 6	109.00
Engineer 5	98.00
Engineer 4	94.00
Engineer 3	88.00
Engineer 2	84.00
Engineer 1	75.00
Technician 7	96.00
Technician 6	88.00
Technician 5	77.50
Technician 4	67.00
Technician 3	59.00
Technician 2	53.00
Technician 1	45.00
Clerical 2	67.50
Clerical 1	47.50
Accountant	69.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

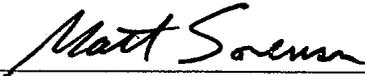
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting by and through its County Board

ATTEST:

By  County Clerk

By 

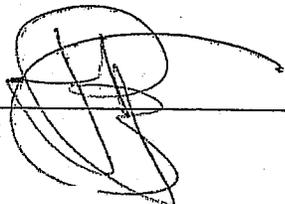
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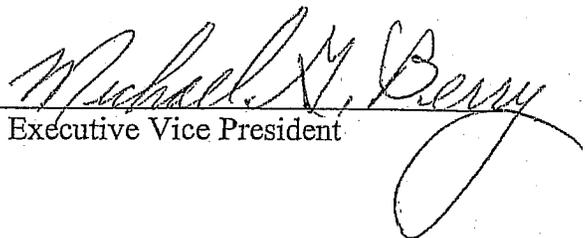
Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By  Vice President

By  Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules

and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Michael G. Berry
Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

1/31/08
Date

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of concerning an application of Easter Seal Rehabilitation Center, Inc. in case ZA-08-01 on part of parcels (22) 08-07-300-011 & (18) 07-12-226-002 and all of parcels (22) 08-07-300-007 & (18) 07-13-200-003 They are requesting a map amendment to change the zoning classification from R-1 Single Family Residence District to a A-Agriculture District on approximately 107 acres of property which is part of the SW ¼ of Section 7, the NW ¼ of Section 18, Township 25N, Range 3E of the 3rd P.M., and on property which is part of the NE ¼ of Section 13, the SE ¼ of Section 12, Township 25N, Range 2E of the 3rd P.M.; and is located in Money Creek and Hudson Townships at 20 Timber Point Lane, Hudson, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2008 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 107 acre property is relatively flat and slopes in some areas and drains to Lake Bloomington which is adjacent to the property. The property is used as an institutional camp by Easter Seals. The property has 3,300 feet of frontage on the west side of Ron Smith Memorial Highway (County Highway 63), an asphalt road 24 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north is in the Agriculture District. The land to the south, east and west is in the R-1 Single Family Residence District. Lake Bloomington is to the north and west. Single family dwellings and crop production are located to the east. Single family dwellings and the lake are located to the south.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from R-1 Single Family Residence District to A-agriculture District on approximately 107 acres. Part of this property is in the Agriculture District and part is in the R-1 Single Family Residence District. The applicant intends to expand the Institutional Camp by building additional sleeping cabins, shower houses, and pole shelters. The Easter Seal camp has been operating at this location for many years.
2. **The proposed zoning classification is appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is relatively flat in most parts and sloping in some areas. The topography and dimensions of the property are better suited for uses permitted in the A-Agriculture District since the site has been used for an institution camp for many years.

3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 3,300 feet of frontage on the west side of Ron Smith Memorial Highway (County Highway 63). It appears that safe sight distance can be provided at the existing entrance to the Easter Seal Camp, and the County Highway Department has signed off on the existing entrance.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on County Highway 63 (Ron Smith Memorial Highway) which is an arterial highway.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the Agriculture District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is relatively flat and naturally drains toward the west. The property is next to Lake Bloomington and is covered by approximately 18 acres of the 100 year flood plain. The proposed expansion is located out of the 100 year flood plain.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the Agriculture District.** This standard is met. The Hudson Fire District will provide fire protection for the subject property. The applicant will need to obtain approval from the County Health Department for the septic system before obtaining building permits.
7. **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from R-1 Single Family Residence District to a classification of A-Agriculture District.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, no members were opposed and Members Finnigan and Zimmerman were absent.

Respectfully submitted this 5th day of February 2008, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Marc Judd
Joe Elble
Jerry Hoffman
Michael Kuritz

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of R-1 Single Family Residence District to a classification of A-Agriculture District on a 107 acre property which is part of the SW ¼ of Section 7, the NW ¼ of Section 18, Township 25N, Range 3E of the 3rd P.M., and on property which is part of the NE ¼ of Section 13, the SE ¼ of Section 12, Township 25N, Range 2E of the 3rd P.M.; and is located in Money Creek and Hudson Townships at 20 Timber Point Lane, Hudson, IL; and

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-08-01 according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

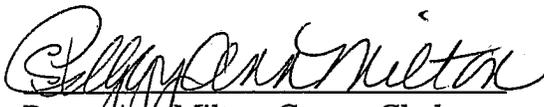
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

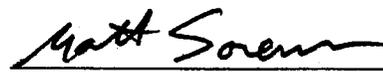
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of R-1 Single Family Residence District to a classification of A-Agriculture District.

Adopted by the County Board of McLean County, Illinois this 19th day of February 2008

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Easter Seal Rehabilitation Center, Inc. in case SU-08-01 on parcels (22) 08-07-300-007, & (18) 07-13-200-003 and part of parcels (18) 07-12-226-002 & (22) 08-07-300-011. They are requesting a special use to amend one that was granted in case 98-50-S for an Institutional Camp to allow construction of additional shower houses, pole shelters and sleeping cabins on approximately 170 acres of property which is part of the SW ¼ of Section 7, the NW ¼ of Section 18, Township 25N, Range 3E of the 3rd P.M., and on property which is part of the NE ¼ of Section 13, the SE ¼ of Section 12, Township 25N, Range 2E of the 3rd P.M.; and is located in Money Creek and Hudson Townships at 20 Timber Point Lane, Hudson, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on February 5, 2008 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The approximately 170 acre property is relatively flat and slopes in some areas and drains to Lake Bloomington which is adjacent to the property. The property is used as an institutional camp by Easter Seals. The property has 3,300 feet of frontage on the west side of Ron Smith Memorial Highway (County Highway 63), an asphalt road 24 feet in width.

SURROUNDING ZONING AND LAND USE - The land to the north is in the Agriculture District. The land to the south, east and west is in the R-1 Single Family Residence District. Lake Bloomington is to the north and west. Single family dwellings and crop production are located to the east. Single family dwellings and the lake are located to the south.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to expand an existing Institutional Camp. The proposed expansion will be used by the campers and counselors who attend the camp each year. The applicant proposes to expand the Institutional Camp by adding three clusters of five buildings. Each cluster will have three cabins, one shower house, and one pole shelter. The proposed expansion will accommodate up to 150 campers. The Easter Seal camp has been operating here at this location for many years. The camp will need to come back for approvals for future expansions of the camp since it is a dynamic facility that has much room to grow.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding property that is currently used for crop production will continue to be desirable for such use. The surrounding property that is currently used for single family residences will also continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby land that is suitable for residential use will continue to be suitable for such use. The 170 acre property has a lot of room for expansion of the facility without negatively impacting nearby properties.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed expansion will be served by a private well and septic system that will need to be approved by the County Health Department. The applicant will be upgrading the access road to help minimize dust.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The County Highway Engineer has indicated the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to amend special use case 98-50-S for an Institutional Camp to allow construction of additional shower houses, pole shelters and sleeping cabins, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE - The roll call vote was five members for the motion to recommend granting, no members were opposed and Members Finnigan and Zimmerman were absent.

Respectfully submitted this 5th day of February 2008, McLean County Zoning Board of Appeals

Sally Rydolph

Chair

Sally Rudolph, Chair

Marc Judd

Joe Elble

Jerry Hoffman

Michael Kuritz



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Matt Sorensen
Chairman

February 14, 2008

To the Honorable Chairman and Members of the McLean County Board:

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the bid award for the purchase of vehicles for the Sheriff's Department as follows:

Six (6) Ford Crown Victoria Police Interceptors to be purchased from Landmark Ford;

One Ford E350 15 passenger van to be purchased from Mangold Ford Mercury Inc.;

One Ford E350 extended van including one Vancelli insert for prisoner transportation to be purchased from Mangold Ford Mercury Inc.

Pursuant to the Resolution Establishing the Budget Policy for Fiscal Year 2008, funds for the purchase of vehicles for the Sheriff's Department were approved in the Fiscal Year 2008 adopted budget of the County Board.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Walter D. Clark William T. Caisley	District #7 John A. Butler Bette Rackauskas	District #9 Cathy Ahari Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

January 28, 2008

TO: Mr. Matt Sorensen
Executive Committee

FROM: Sheriff Mike Emery

SUBJ: VEHICLE BID RECOMMENDATIONS

Dear Mr. Sorensen:

The Sheriff's Department advertised and asked for bids to replace six police squad cars, (four patrol squads and two administrative squads), and two extended vans for the McLean County Detention Facility. We asked that the bidding dealerships submit bids for four types of vehicles. They were; a full size rear wheel drive vehicle meeting certain specifications for patrol and for administrative duties for the Sheriff's Office, and one extended van in a 15 passenger configuration, and one in a wagon configuration, for the MCDF.

It is my recommendation that we purchase a total of six Ford Crown Victoria's, (four patrol and two administrative) squad cars from Landmark Ford Inc. The cost for each patrol squad is \$20,836.00 and each administrative squad is \$20,792.00. Each of these vehicles would have a corresponding trade-in vehicle.

I would also recommend that we purchase two fifteen passenger vans for the MCDF from Mangold Ford Mercury Inc. at a cost of \$21,484.74 each. Each van has a corresponding trade-in vehicle.

Total purchase price for <u>six</u> Ford Crown Victoria squad cars:	\$124,928.00
Purchase price for <u>one</u> Ford E350 15 passenger van:	21,484.74
Purchase price for <u>one</u> Ford E350 extended wagon (van) at \$18,693.74 and one Vancell insert for prisoner transportation at \$7,795.00	26,488.74
Less trade-in value for squads:	<13,900.00>

Vehicle Bid Recommendations
January 28, 2008
Page two

Less trade-in value for vans: <5,600.00>

Net cost: \$153,401.48

Important Note: Vehicle prices remain firm until March 1st, 2008. March is the cut off date for ordering 2008 model year.

If you have any questions, please don't hesitate to contact me at 888-5034.

Sincerely,



Mike Emery
Sheriff

ME:m

2008 Squad Bids

Landmark Ford

08 Crown Vic, Patrol	\$20,836.00 (X 4)
08 Crown Vic, Admin	\$20,792.00 (X 2)
Less all trade in Cars	-\$13,900.00
Total	\$111,028.00

Bob Ridings

08 Crown Vic, Patrol	\$21,075.00 (X4)
08 Crown Vic, Admin	\$20,935.00 (X2)
Less all trade in Cars	-\$14,800.00
Total	\$111,370.00

Morrow Brothers Ford (State Bid)

08 Crown Vic, Patrol	\$20220.00 (X4)
08 Crown Vic, Admin	\$20220.00 (X2)

*Adjustment total to meet bid
Specs. for 4 patrol squads \$1,120.00

*Adjustment total to meet bid
Specs. for 2 admin. squads \$370.00

Less all trade in Cars	-\$10,700
Total	\$112,110.00

Gieser Ford

08 Crown Vic, Patrol	\$22,727.95 (X4)
08 Crown Vic, Admin	\$22,610.00 (X2)
Less all trade in Cars	-\$21,000.00
Total	\$115,131.80

Mangold Ford

08 Crown Vic, Patrol	\$22,492.95 (X4)
08 Crown Vic, Admin	\$22,237.95 (X2)
Less all trade in Cars	\$16,000.00
Total	\$118,447.70

Wright Automotive

08 Crown Vic, Patrol	\$22,317.95
08 Crown Vic, Admin	\$22,207.95
Less all trade in Cars	-\$13,600.00
Total	\$120,087.70

2008 Van Bids

Mangold Ford

08 Fifteen Passenger Van	\$21,484.74
08 Extended Wagon Van	\$18,693.74
VanCell for Wagon	\$7,795.00
Less trade in vans	-\$5,600.00
Total	\$42,373.48

Wright Automotive

08 Fifteen Passenger Van	\$21,116.74
08 Extended Wagon Van	\$19,353.74
VanCell for Wagon	\$7,795.00
Less trade in vans	-\$4,300.00
Total	\$43,965.48

Bob Ridings

08 Fifteen Passenger Van	\$21,885.00
08 Extended Wagon Van	\$19,685.00
VanCell for Wagon	\$7,795.00
Less trade in vans	-\$2,600.00
Total	\$46,765.00

Landmark Ford

08 Fifteen Passenger Van	\$20,983.00
08 Extended Wagon Van	\$19,240.00
VanCell for Wagon	\$7,795.00
Less trade in vans	-\$1,400.00
Total	\$46,618.00

Gieser Ford

08 Fifteen Passenger Van	\$21,621.74
08 Extended Wagon Van	\$18,934.00
VanCell for Wagon	\$7,795.00
Less trade in vans	-\$2,600.00
Total	\$45,750.00

Barker Chevrolet

08 Fifteen Passenger Van	\$23,577.00
08 Extended Wagon Van	\$21,994.00
VanCell for Wagon	\$7,795.00
Less trade in vans	-\$3,000.00
Total	\$50,366.00

*To get Morrow Brothers Ford to meet specifications the following adjustments must be made for four patrol units:

- + 100.00 Remove front molding
- + 40.00 cigarette lighter
- + 100.00 driver controlled rear window
- + 240.00 truck release on door
- + 740.00 delivery of four squads
- 100.00 delete wig wag

Total \$1,120.00

*To get Morrow Brothers Ford to meet specifications the following adjustments must be made for two administrative units:

- +100.00 cloth rear seats
- + 20.00 cigarette lighter
- + 50.00 driver controlled rear window
- + 120.00 truck release on door
- + 370.00 delivery of two squads
- 240.00 delete driver spot light
- 50.00 delete wig wag

Total \$ 370.00

2008 Vehicle Vender Biding Information

Automotive Company	Vehicle Type	Note	Cost
Morrow Brothers Ford	08 Crown Vic Patrol	Did not meet Spec.	\$20,220.00
Morrow Brothers Ford	08 Crown Vic. Admin	Did not meet Spec.	\$20,220.00
Landmark Ford	08 Crown Vic Patrol	Meets Spec.	\$20,836.00
Landmark Ford	08 Crown Vic. Admin	Meets Spec.	\$20,792.00
Bob Ridings Inc.	08 Crown Vic Patrol	Meets Spec.	\$21,075.00
Bob Ridings Inc.	08 Crown Vic. Admin	Meets Spec.	\$21,935.00
Gieser Ford	08 Crown Vic Patrol	Meets Spec.	\$22,727.95
Gieser Ford	08 Crown Vic. Admin	Meets Spec.	\$22,610.00
Mangold Ford	08 Crown Vic Patrol	Meets Spec.	\$22,492.95
Mangold Ford	08 Crown Vic. Admin	Meets Spec.	\$22,237.95
Wright's Automotive	08 Crown Vic Patrol	Meets Spec.	\$22,317.95
Wright's Automotive	08 Crown Vic. Admin	Meets Spec.	\$22,207.95

2008 Vehicle Vender Biding Information

Automotive Company	Vehicle Type	Note	Cost
Mangold Ford	08 Fifteen Passenger Van	Meets Spec	\$21,484.74
Mangold Ford	08 Extended Wagon Van	Meets Spec	\$18,693.74
Wright Automotive	08 Fifteen Passenger Van	Meets Spec.	\$21,116.74
Wright Automotive	08 Extended Wagon Van	Meets Spec.	\$19,353.74
Bob Ridings	08 Fifteen Passenger Van	Meets Spec.	\$21,885.00
Bob Ridings	08 Extended Wagon Van	Meets Spec.	\$19,685.00
Landmark Ford	08 Fifteen Passenger Van	Meets Spec.	\$20,983.00
Landmark Ford	08 Extended Wagon Van	Meets Spec.	\$19,240.00
Gieser Ford	08 Fifteen Passenger Van	Meets Spec.	\$21,621.74
Gieser Ford	08 Extended Wagon Van	Meets Spec.	\$18,934.00
Barker Chevrolet	08 Fifteen Passenger Van	Meets Spec.	\$23,577.00
Barker Chevrolet	08 Extended Wagon Van	Meets Spec.	\$21,994.00

*****Note do to higher trade in value offered by Mangold their total bid is the lowest



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Matt Sorensen
Chairman

February 14, 2008

To the Honorable Chairman and Members of the McLean County Board:

Your FINANCE COMMITTEE herewith respectfully recommends approval of the recommendation received from the Risk Manager to approve the Fiscal Year 2008 Self-Insurance Risk Management Program for McLean County as summarized in the following Attachment.

Your FINANCE COMMITTEE herewith further recommends approval of the recommendation received from the Risk Manager to approve an Agreement for Insurance Brokerage Services between Wells Fargo Insurance Services/Acordia and McLean County.

Respectfully submitted,

The FINANCE COMMITTEE of the McLean County Board

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 Walter D. Clark William T. Caisley	District #7 John A. Butler Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Moss	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

FAX: (309) 888-5949
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: Dave Selzer, Chairman
Members, Finance Committee

From: Jen Ho, Risk Manager

Date: January 30, 2008

Subject: **Extension of Agreement for Brokerage Services with Wells Fargo Insurance Services/Acordia**

We are enclosing the extension for the above agreement for your attention. The agreement provides for the placement of the County's insurance programs on a fee basis, instead of commissions, with our incumbent agent, Wells Fargo Insurance Services, formerly known as Acordia.

The extension provides for compensation of \$ 30,000 in fees. Due to the fact that the Healthcap insurance program is based on commissions only and hence, cannot be underwritten net of commissions, the corresponding commissions for this line of coverage is netted out of the \$ 30,000 fees for 2007, resulting in a net payable of \$ 24,896 from \$ 25,393 for 2006. Included within this service agreement is for loss control services to be provided through a loss control provider of the Wells Fargo family.

We will be appreciative of your approval of this agreement. I will be available at or prior to our meeting should you have questions. Thank you. JH

CLIENT SERVICE AGREEMENT – PROPERTY/CASUALTY

This Client Service Agreement (“Agreement”) is made and entered into this 1st day of March, 2008, by and between Wells Fargo Insurance Services, having an office located at 205 Landmark Drive Normal, IL 61761 (“WFIS”) and County of McLean, IL (McLean County).

WHEREAS, WFIS is duly licensed by the state of IL and other jurisdictions to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, McLean County desires to engage the services of WFIS upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. LINES OF INSURANCE COVERAGE

This Agreement is entered into with respect to the following lines of insurance coverage and for which McLean County agrees to name WFIS as its Broker of Record:

- A. Property
- B. Boiler & Machinery
- C. Inland Marine
- D. Worker’s Compensation and Employers Liability
- E. Casualty coverage pertaining to the operations on McLean County as a public entity, to include but not limited to: General Liability, Law Enforcement Liability, Nursing Home Liability, Public Officials Errors and Omissions, Employees Fidelity or Crime and Auto Liability. Coverage may be primary or excess depending on market availability and McLean County’s risk financing structure.
- F. Other lines of coverage due to changes in operations, exposures or market conditions during the contractual period.

2. SERVICES

WFIS agrees to provide to McLean County the following insurance brokerage services:

- A. Consultation and coordination of activities in the acquisition, placement, enhancement and maintenance of the insurance program for McLean County.
- B. Act as a liaison between McLean County and underwriting insurance carriers.
- C. Administration of insurance programs to ensure timely issuance and accuracy of policies, endorsements and other coverage amendments.
- D. Consultation and coordination of assigned claim reporting activities to the insurance companies and assistance in the settlement and/or processing of claims until all claims matters under the policies or binders are resolved.
- E. Maintenance of current records on reported claims in accordance with the maintenance of insurance policies subject to the availability of internal loss records of McLean County and the underwriting carriers.

- F. Participation in meetings with insurance companies and McLean County to review insurance coverage.
- G. Preparation of all necessary supporting documents. Supporting documents include automobile ID cards, filings and/or certificates of insurance in compliance with local statutes or provisions provided within this agreement.
- H. Consultation and advice on all relevant changes/trends in the insurance industry to keep McLean County's personnel up to date on market conditions and insurance coverage affecting McLean County.
- I. Preparation of premium and loss development forecasts as requested.
- J. Prior to or on July 1, 2008, WFIS will deliver a summary of the insurance industry relating to municipalities.
- K. Prior to or on July 1, 2008, WFIS will provide McLean County with a financial status report for all insurance companies providing coverage to McLean County.
- L. Prior to or on July 1, 2008, WFIS will provide McLean County with a preliminary report showing future premium indications for coverage's based on market trends for McLean County's next fiscal year. Based on a preliminary review of the market, a more definitive marketing plan will be developed prior to or on August 15, 2008 with subsequent follow up to be held prior to or on October 15, 2008.
- M. Upon consultation with McLean County, provide alternative proposals from prospective carriers for coverage for the next coverage period.
- N. WFIS will provide McLean County with loss control services. These services include loss control consultation, safety audits and on-site training. The nature of services to be provided by WFIS will be based on an initial consultation with McLean County's staff.

The above-referenced services shall be rendered by WFIS to McLean County pursuant to the terms of this Agreement. Any additional services requested by McLean County shall be negotiated by the parties under separate written agreement.

3. COMPENSATION

Fee and Commission

WFIS will be compensated for the services outlined in this Agreement through the payment of a fee in the amount of \$24,896 by McLean County to WFIS, as well as the payment of commissions received from insurance companies. The commission is usually a percentage of the premium you pay for your insurance policy. It is paid by the insurance company for placing and servicing your insurance with them. The annual service fee of \$24,896 will be payable to WFIS on a quarterly basis beginning on 3/1/2008. WFIS will provide the amount of the commission to be paid by the insurer prior to the binding of the policy(s), upon request.

Contingent Commissions

Some of the insurance companies WFIS represents may pay it additional incentive commission, sometimes referred to as bonus or contingent commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation WFIS may receive. WFIS will provide additional information regarding these agreements, and an estimate of any applicable contingent commissions will be provided prior to binding of the policy(s).

Miscellaneous Sources of Compensation

In addition to the foregoing, WFIS may also receive income from the following sources:

Interest earned on premiums received from you and forwarded to the insurance company through WFIS' bank accounts.

Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses

- In the event there is a significant change in McLean County's operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate WFIS' compensation as appropriate.

4. BROKERAGE INTERMEDIARIES

WFIS may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of McLean County's insurance coverage, when in WFIS' professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with WFIS. The compensation of such intermediaries is not included in WFIS' compensation under this Agreement and will be paid by insurers out of paid premiums.

5. TERM AND TERMINATION

The term of this Agreement shall commence on 3/1/2008 and shall terminate one (1) year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, WFIS will assist McLean County in arranging a smooth transition process. However, WFIS' obligation and the obligation of its affiliates to provide services to McLean County will cease upon the effective date of termination, unless otherwise agreed in writing.

- Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 60 days' prior notice to the other. In the event of termination by the Customer prior to expiration, WFIS' annual compensation will be deemed full earned and payable immediately.

6. ACCURACY OF INFORMATION

WFIS' ability to provide McLean County with the services outlined in paragraph 2 above is conditioned upon WFIS' receipt of accurate and timely information from McLean County. WFIS will not independently verify or authenticate information provided by or on behalf of McLean County. McLean County shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to WFIS.

7. SURPLUS LINES

In certain cases, placements that WFIS makes on McLean County's behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which McLean County agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

8. BOOKS AND RECORDS

McLean County is entitled to copies of reports prepared by WFIS hereunder, contracts between McLean County and its carriers/administrators to the extent such contracts are in WFIS' possession and control, and communications between WFIS and McLean County's insurance carriers and employee benefits providers to the extent such books and records are maintained by WFIS with regard to its performance under this Agreement

9. DISCLOSURE, NON-DISCLOSURE AND NOTICES

A. During the term of this Agreement or upon termination of this Agreement, the Agent hereby agrees for itself and on behalf of its officers, agents, attorneys and all others acting on its behalf or in its employ:

- (i) to hold in strict confidence and not disclose any "confidential information" furnished by or on behalf of the County;
- (ii) not to use any such information for any purpose other than the management of and the placement of the County's insurance coverages;
- (iii) to return any and all such information (including all copies) upon request by the County. "Confidential information" means all information regarding the County, including information on its operations, assets, and projected future economic performance and prospects, other than information which has already been disclosed to the public, and
- (iv) to disclose to the County on or before June 1 of each year the total amount of contingency fees received by the Agent during the prior calendar year on the County's insured coverages.

B. All notices to be given pursuant to this Agreement shall be deemed given when mailed by certified mail, return receipt requested, to the following addresses:

If to the Agent

Wally McColloch, Sr. Vice President
Wells Fargo Insurance Services
205 Landmark Drive
Normal, IL 61761-0968

If to the County

Jennifer Ho, Risk Manager
McLean County
104 West Front St
Bloomington, IL 61702-2400

or such other addresses as the parties may, from time to time, specify in writing.

10. INTEREST OF AGENT

Agent warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this Agreement. Agent warrants that, in performance of this Agreement, Agent shall not employ any person having such interest.

11. INDEPENDENT CONTRACTOR

A. All acts of Agent, its agents, officers, and employees and all others acting on behalf of Agent relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of the County. Agent, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the County, save and except to bind insurance coverage for the County in its Agent's capacity as an independent contractor. Agent has no authority or responsibility to exercise any rights or power vested in the County. No Agent, officer, or employee of the County is to be considered an employee of Agent. It is understood by both Agent and the County that this Agreement shall not under any circumstances to be construed or considered to create any employer-employee relationship or joint venture.

B. Agent shall determine the method, details and means of performing the work and services to be provided by Agent under this Agreement. Agent shall be responsible to the County only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the County's control with respect to the physical action or activities of the Agent in fulfillment of this Agreement. Agent has control over the manner and means of performing the services under this Agreement. Agent is permitted to provide service to others during the period service is provided to the County under this Agreement.

C. The County shall reserve the right to inspect the Agent's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

12. HOLD- HARMLESS AND INDEMNIFICATION PROVISION

As an independent contractor, Agent hereby indemnifies and holds the County harmless from any and all claims that may be made against the County arising out of or in any way connected with the performance of work by Agent, or the Agents' representatives in conjunction with this Agreement.

13. INSURANCE REQUIREMENTS

A. The Agent shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of Illinois and shall provide evidence of such insurance to the County as may be required. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies.

- **Worker's Compensation** – in compliance with the statutes of the State of Illinois, plus employer's liability with a minimum limit of liability of \$500,000.
- **General Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a minimum of \$1,000,000 combined single limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations; and/or professional liability.

- **Automobile Liability** insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or \$1,000,000 combined single limit. This insurance shall cover any automobile for bodily injury and property damage.
- **Professional Errors and Omissions** insurance with a minimum limit of \$ 1,000,000 per occurrence.

Upon failure of the Agent to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County, may be forthwith declared, suspended, or terminated. Failure of the Agent to obtain and/or maintain any required insurance shall not relieve the Agent from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Agent concerning indemnification.

14. GENERAL PROVISIONS

14.1 Neither this Agreement nor any rights thereunder shall be assigned by either party, including any assignment by operation of law, without the prior written consent of the other party first having been obtained.

14.2 No waiver, amendment or modification of any covenant, condition, limitation or provision herein contained shall be valid unless in writing and duly executed by both parties.

14.3 It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which provisions shall remain in full force and effect; it is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision valid, then the provision shall have the meaning which renders the provision valid.

14.4 This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

14.5 This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this paragraph shall be construed to permit any attempted assignment which would be in violation of any other provision of this Agreement.

14.6 This Agreement constitutes the entire agreement between the parties and supersedes all proposals, prior discussions and representations, oral or written, between the parties relating to this Agreement or any services to be provided to the County. No representation or statement expressly contained in this Agreement shall be relied upon or be binding upon the parties.

14.7 Agent shall pay all current and applicable, city, county, state and Federal taxes, licenses as required by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

ATTEST:

the County

By: _____

Name: _____

Title: _____

ATTEST:

the Agent

By: _____

Name: _

Title:



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

FAX: (309) 888-5949
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: David Selzer, Chairman
Members, Finance Committee

From: Jen Ho, Risk Manager

Date: January 30, 2008

Subject: Proposed Insurance Program for FY 2008

The proposed insurance programs for PY 2008 as summarized in Attachment A, is attached for your review and approval.

The proposed renewals are less than projected by \$37,996 or 7.82% of the FY 2008 budget. The challenge for this renewal season is the selectiveness and availability of carriers specific to the County's market niche, and increased exposures – payroll; overall County operations as measured by the operating budget; increased property values for inflation. The incumbent carriers are retained based on their comparative market competitiveness.

With reference to Attachment B: Marketing Summary, the following are significant for this renewal season:

- a). Self-insured retention for excess workers' compensation increased from \$ 400,000 to \$475,000 for public safety personnel – class code 7720, and \$ 425,000 for all other classes as a reflection of the increased costs of workers' compensation within the State of Illinois, specifically, for the 7720 class code. Safety National Casualty Corporation, the incumbent carrier offered this structure vis-à-vis the minimal \$ 500,000 retention required by its competitors.
- b). The excess liability coverage offered by States Self-insured RRG experienced a 7% rate reduction and resulted in a premium reduction of 3.5% or \$ 6,943. Carriers for this line are selective as to niche markets according to population size of the entity, specific covered acts, and a preference for pre-approved established, professional claims administrators. The County needs to mold itself and adopt changes to remain an attractive insured given the carriers' specificity as to market appetite.
- c). Nursing Home Liability coverage is renewed with an 8% increase but remained with the incumbent Healthcap as this remained competitive from an underwriting perspective. This line of coverage is still severely constrained by a limited number of carriers.
- d). Property insurance experienced a 7% reduction in rates but due to increased exposures, premiums increased by 12.67% due to adjusted in property values for inflation. Insured locations include the METCOM building and the Law and Justice building and the Lincoln parking deck, with coverage for the latter two properties being paid by the Public Building Commission which owns the properties.
- e). Terrorism coverage as provided by the Terrorism Risk and Insurance Revision and Extension Act (TRIAREA) of 2007 which was passed December 2007. The decision to include this coverage was the broadening of covered acts under this Act.
- f). Inclusion of Loss Control services under the renewed Brokerage Services Agreement to augment the County's loss control efforts.

I am available for your questions prior to and at our meeting. Thank you.

ATTACHMENT A

Risk Management Program PY 2008

A. Coverages	DESCRIPTION	Budget FY 2008	Proposed PY 2008	PY 2007	Change 08-07
1. Property Insurance/Inland Marine* Chubb Insurance Co.	\$ 75.11 Million Blkt limits;Ded-\$ 10,000 Flood/Quake - \$25 M; Ded - \$ 100,000	50,000	51,955	46,114	13%
2. Boiler & Machinery:	Coverage Consolidated in Property Cov		Included	Included	N/A
3. Excess Liability : STATES SELF-INSURED RRG	Limits: \$15 million excess of SIR \$250,000; Occurrence Form	206,000	191,859	198,802	-3%
4. Nursing Home Liability Insurance** Health Cap	Limits: \$ 2 M occ/\$4 M agg;	143,895	142,419	128,963	10%
5. Excess Workers Comp. Ins***: Safety National Casualty Corp.	Statutory ;SIR: \$ 425,000/475,000 EL Limits: \$ 1 Million;	30,000	27,519	26,332	5%
6. Theft/Bond Insurance: Zurich Insurance Company	Limits:\$ 500,000; ; Ded: \$ 5,000	5,000	3,570	3,570	-
B. Brokerage Fees:	Wells Fargo Ins Servs (WFIS)/Acordia	30,000	24,896	25,393	-2%
C. Claims Administration****: CANNON-COCHRAN MSI Danville, IL	Administration of Workers' Compensation claims.	21,000	19,287	18,725	3%
D. Outside Counsel: COSTIGAN & WOLLRAB, P.C. Bloomington, IL	Partner: \$ 175/ \$ 135hr				
HEYL, ROYSTER, VOELKER & ALLEN Peoria, IL	Partner: \$ 125/hr (WC)				
Total:		\$ 485,895	\$ 461,505	\$ 447,899	3%
	Budget - Proposed	<u>\$ 37,996</u>			

Notes:

* Property Insurance: Values increased to reflect inflation and Terrorism coverage; also includes coverage for ETSB/Metcom Building; PBC properties included at pro-rated premium basis.

** Nursing Home Liability coverage restructured to provide \$ 2 m/\$ 4m without excess layer overlay.

*** Excess Workers Compensation: SIR increased from to \$400,000 to \$ 475,000 for law enforcement/public safety class, 425,000 all other classes

**** Continuation of 2nd Year of 3 year contract.

Attachment B

McLean County Marketing Summary 3/1/08 – 3/1/09

Coverage: Property (See Premium Summary)

Contacted Markets: Chubb Insurance

Comments:

- The Chubb Insurance Company was selected as the Property Insurance carrier for McLean County in 2005 and has continued to provide the most comprehensive coverage at the most competitive pricing. In specific, Chubb provides broader flood / earthquake coverage which enable the County to reduce premium cost for the amount of excess coverage needed.
- The Chubb policy includes Boiler and Machinery coverage.
- The renewal premium reflects an overall Rate decrease of approximately 7%.

Coverage: General Liability (See Premium Summary)

Contacted Markets: States Risk Retention Group (incumbent)
Travelers

Comments:

- The States Risk Retention Program continues to provide the desired limit of coverage on an occurrence form at a competitive premium. The renewal premium reflects a decrease of approximately 7% compared to the expiring policy.
- The County made the decision to withdraw the submission to Travelers due to the possibility of being required to engage a TPA for liability claims handling. Also, Travelers could not offer more than a \$5 million coverage limit for Sexual Abuse due to their inability to exclude the coverage in Illinois.

• **Coverage:** Nursing Home Liability (See Premium Summary)

Comments:

- Health Cap has provided a competitive renewal premium along with an Occurrence Form and "First Dollar". Coverage previously written on separate underlying and excess policies have been combined into one policy with limit options (see attached explanation from Carrier).

- Health Cap premium includes an Inspection Fee for which they will gladly offer Education Programs / Documentation for "In Service", Wound Care, or any other areas in which the Insured requires assistance.

Coverage: Workers Compensation Excess (See Premium Summary)

Comments:

- Premium indications were received from Safety National who continues to provide the greatest opportunity in the areas of retention and premium options.
- Minimum retention has increased to \$475,000 on Police, Fire, and EMT personnel and to \$425,000 on all other classes. The expiring retention is \$400,000 on all classes. This is due to the change in Illinois law and the Carriers overall experience in the State. Other Carriers offering this type of coverage have also made similar decisions regarding Retention minimums.

Coverage: Crime – Employee Dishonesty (See Premium Summary)

Comments:

- The Zurich policy is a continuous policy which has a level premium and is not marketed each year.

On behalf of Wells Fargo Insurance Services and all selected markets, we wish to express gratitude to the County for the opportunity to provide coverage and service. We appreciate the professional manner in which the County operates allowing us a greater opportunity to provide effective programs and services.

We are also pleased to report the total cost of the Property/Casualty program (included in this Proposal) for McLean County shows a total premium increase of only \$1,838 over the expiring policy year. This incorporates property and payroll exposure increases.

Sincerely,

G. W. McColloch
Wells Fargo Insurance Services

Adam Bendtsen
Wells Fargo Insurance Services

A RESOLUTION FOR REAPPOINTMENT OF DARWIN BUILTA
AS A TRUSTEE OF THE
SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY

WHEREAS, due to the expiration of term for Darwin Builta, as a member of the Southeastern McLean County Water Authority, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Section 2705/4, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Darwin Builta as a trustee of the Southeastern McLean County Water Authority for a three-year term that expires on February 19, 2011, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Darwin Builta and Hunt Henderson, attorney for the Southeastern McLean County Water Authority, as well as the County Clerk, County Auditor and the County Administrator.

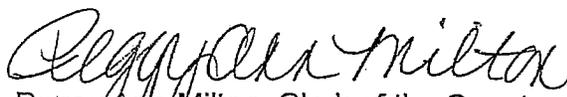
ADOPTED by the County Board of McLean County, Illinois, this 19th day of February, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Owens/Caisley moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Owens presented the following:

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR APPOINTMENT OF BRIAN DIRKS
AS A MEMBER OF THE ELLSWORTH FIRE PROTECTION DISTRICT**

WHEREAS, due to the resignation of Melissa Barnhill as a member of the Ellsworth Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,

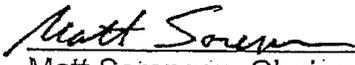
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now therefore,

BE IT FURTHER RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Brian Dirks as a member of the Ellsworth Fire Protection District to complete a term of three years to expire on April 30, 2010 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Brian Dirks and Hunt Henderson, Attorney for the District, as well as the County Clerk, County Auditor and County Administrator's Office.

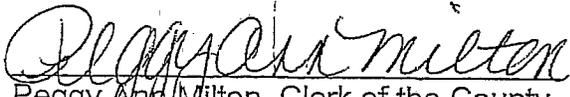
Adopted by the County Board of McLean County, Illinois, this 19th day of February, 2008.

APPROVED:



Matt Sorensen, Chairman
McLean County Board.

ATTEST


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Owens/Cavallini moved the County Board approve a Request for Approval to Appoint Mr. Brian Dirks to the Ellsworth Fire Protection District to complete the unexpired term of Ms. Melissa Barnhill. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated the General Report is on pages 65-82.

FINANCE COMMITTEE:
Member Owens, Vice-Chairman, presented the following:

An Ordinance
Of the McLean County Board
Amending the 2008 Combined
Annual Budget and Appropriation Ordinance

WHEREAS, it has become necessary to reappropriate the unliquidated encumbrances of the prior Fiscal Year 2007 budget, and

WHEREAS, reappropriations in the amount of \$3,215,868.94 for the Fiscal Year 2007 would be added; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to reappropriate the unliquidated encumbrances outstanding at the close of the 2007 Fiscal Year, now therefore,

BE IT ORDAINED, by the County Board of McLean County, Illinois, that the Fiscal Year 2008 budget is amended by reappropriation of the outstanding purchase orders at the close of the 2007 Fiscal Year as follows:

COUNTY GENERAL FUND/0001

COUNTY BOARD

07-163	General Code	\$30,000.00
TOTAL COUNTY BOARD		\$30,000.00

AUDITOR

07-154	Lincoln Office	\$804.65
TOTAL AUDITOR		\$804.65

STATES ATTORNEY

07-171	W. M. Putman Co.	\$22,681.00
TOTAL STATES ATTORNEY		\$22,681.00

SHERIFF

07-142	Ray O'Herron Co., Inc.	\$2,199.05
07-143	Ray O'Herron Co., Inc.	\$3,479.73
07-145	SCBAS, Inc.	\$8,000.00
07-149	Charm-Tex	\$4,779.10
07-150	Robinson Textiles, Inc.	\$640.60
07-152	Robinson Textiles, Inc.	\$1,256.10
TOTAL SHERIFF		\$20,354.58

BUILDING AND ZONING

07-132	Sidwell Company, Inc.	\$7,496.00
TOTAL BUILDING AND ZONING		\$7,496.00

PARKS & RECREATION

07-159	Recreation Concepts, Inc.	\$3,594.00
07-160	Prairie Material Sales, Inc.	\$3,165.00
07-169	Hanson Professional Services	\$17,000.00
07-170	PHN Architects	\$60,000.00
TOTAL PARKS & RECREATION		\$83,759.00

FACILITIES MANAGEMENT

07-012	Widmer Interiors	\$250.00
07-081	Technical Solutions & Service	\$6,975.00
07-126	Brucker Company	\$283.50
07-138	Wiss, Janney, Elstner	\$1,706,919.83
07-167	R.R. Brink Locking Systems	\$53.84
TOTAL FACILITIES MANAGEMENT		\$1,714,482.17

INFORMATION SERVICES

07-019	Novanis Global Solutions	\$ 6,268.00
07-101	Oracle Corporation	\$ 3,750.00
07-133	CDS Office Technologies	\$81,718.00
07-156	Numara Software, Inc.	\$2,037.50
07-157	Weber Electric	\$87,500.00
07-158	Oracle Corporation	\$2,400.00
TOTAL INFORMATION SERVICES		\$183,673.50

TOTAL COUNTY GENERAL FUND		\$2,063,250.90
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T.B. CARE & TREATMENT/FUND 0111

07-146	Enloe Drugs, Inc.	\$5,914.00
07-151	Versapharm, Inc.	\$437.00
TOTAL T.B. CARE & TREATMENT/FUND 0111		\$6,351.00

HEALTH DEPARTMENT/FUND 0112

07-147	Moore Medical Corporation	\$1,270.00
07-148	Heyworth Printing	\$2,500.00
07-162	Anderson Spencer Co.	\$26,525.00
TOTAL HEALTH DEPARTMENT/FUND 0112		\$30,295.00

HIGHWAY/FUND 0120

07-155	Tarter Construction	\$475,969.53
07-161	Rowe Construction	\$400,000.00
TOTAL HIGHWAY/FUND 0120		\$875,969.53

MOTOR FUEL TAX/FUND 0123

07-168	North American Salt	\$119,784.51
TOTAL MOTOR FUEL TAX/FUND 0123		\$119,784.51

TORT JUDGEMENT/FUND 0135

07-153	Henry Schein, Inc.	\$6,500.00
TOTAL TORT JUDGEMENT/FUND 0135		\$6,500.00

RECORDER DOCUMENT STORAGE/FUND 137

07-135	Bradford Systems	\$2,636.00
07-166	Henrickson & Co., Inc.	\$1,032.00
TOTAL RECORDER DOCUMENT STORAGE/FUND 0137		\$3,668.00

CIRCUIT CLERK/COURT DOCUMENT STORAGE/FUND 0142

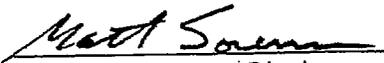
07-128	Byers Printing	\$10,050.00
TOTAL CIRCUIT CLERK/FUND 0142		\$10,050.00

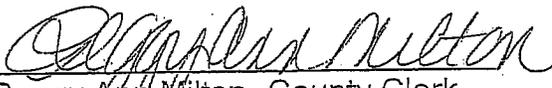
CIRCUIT CLERK/CHILD SUPPORT COLLECTION/FUND 0143

07-165	Crimecog Technologies, Inc.	\$100,000.00
TOTAL CIRCUIT CLERK/FUND 0143		\$100,000.00

GRAND TOTAL COMBINED FUNDS \$3,215,868.94

Adopted by the McLean County Board of McLean County, Illinois this 19th day of February 2008.


Matt Sorensen, Chairman
McLean County, Illinois

Attest: 
Peggy Ann Milton, County Clerk
McLean County, Illinois

Members Owens/Harding moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the 2008 Combined Annual Budget and Appropriation Ordinance to Reappropriate the Unliquidated Encumbrances of the Prior Year – County Auditor. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

AN ORDINANCE TRANSFERRING MONIES FROM THE
COUNTY GENERAL FUND 0001
TO THE F.I.C.A./SOCIAL SECURITY FUND 0130 AND
THE I.M.R.F. FUND 0131
FISCAL YEAR 2008

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the F.I.C.A./Social Security Fund 0130 and the I.M.R.F. Fund 0131 in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the County General Fund 0001 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$2,049,590.00 from the General Fund 0001 to the F.I.C.A./Social Security Fund 0130 and the I.M.R.F. Fund 0135; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$2,049,590.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	County General Fund 0001	<u>\$2,049,590.00</u>
TO:	F.I.C.A./Social Security Fund 0130	\$ 605,245.00
	I.M.R.F. Fund 0131	<u>\$1,444,345.00</u>
	Total:	\$2,049,590.00

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$2,049,590.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2008 to reimburse said County General Fund 0001 after receipt of general property taxes until the full amount so transferred has been returned to these funds.

(2)

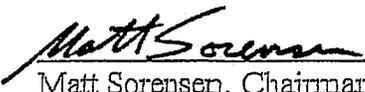
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County, Illinois this 19th day of February, 2008.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

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Members Owens/Bostic moved the County Board approve a Request for Approval of an Ordinance Transferring Monies from the County General Fund 0001 to the F.I.C.A./Social Security Fund 0130 and the I.M.R.F. Fund 0131, Fiscal Year 2008 – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

**A RESOLUTION TRANSFERRING MONIES FROM THE
WORKING CASH FUND 0002
TO THE CHILDREN'S ADVOCACY CENTER FUND 0129 AND
THE TORT JUDGMENT FUND 0135
FISCAL YEAR 2008**

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Children's Advocacy Center Fund 0129 and the Tort Judgment Fund 0135 in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, the County has heretofore established a Working Cash Fund and has accordingly collected a special tax therefore pursuant to statute; and,

WHEREAS, it is desirable to transfer to the Children's Advocacy Center Fund 0129 and the Tort Judgment Fund 0135 monies from said Working Cash Fund; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$730,085.00 from the Working Cash Fund 0002 to the Children's Advocacy Center Fund 0129 and the Tort Judgment Fund 0135; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this resolution to the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board in regular session that the sum of up to \$730,085.00 be and the same is hereby ordered transferred on an as needed basis from the Working Cash Fund 0002 to the following funds as follows:

FROM:	Working Cash Fund 0002	<u>\$730,085.00</u>
TO:	Children's Advocacy Center Fund 0129	\$ 64,375.00
	Tort Judgment Fund 0135	<u>\$665,710.00</u>
	Total:	<u>\$730,085.00</u>

BE IT FURTHER RESOLVED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$730,085.00 accordingly.

BE IT FURTHER RESOLVED that said County Treasurer be directed to immediately reimburse said Working Cash Fund on or before October 1, 2008, upon receipt of general property taxes until the full amount so transferred has been returned to the Working Cash Fund 0002.

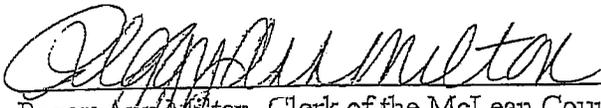
(2)

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County, Illinois this 19th day of February, 2008.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Members Owens/Ahart moved the County Board approve a Request for Approval of a Resolution Transferring Monies from the Working Cash Fund 0002 to the Children's Advocacy Center Fund 0129 and the Tort Judgment Fund 0135, Fiscal Year 2008 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

AN ORDINANCE TRANSFERRING MONIES FROM THE
HEALTH DEPARTMENT FUND 0112
TO THE PERSONS WITH DEVELOPMENTAL DISABILITIES FUND 0110
FISCAL YEAR 2008

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the Persons with Developmental Disabilities Fund 0110 in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the Health Department Fund 0112 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$152,978.00 from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$152,978.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	Health Department Fund 0112	<u>\$152,978.00</u>
TO:	Persons with Developmental Disabilities Fund 0110	<u>\$152,978.00</u>

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$152,978.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2008, to reimburse said Health Department Fund 0112 upon the receipt of general property taxes until the full amount so transferred has been returned to these funds.

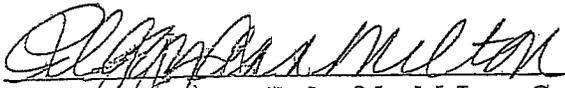
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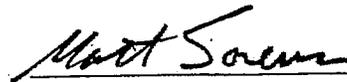
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the Director of the Health Department, County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County, Illinois this 19th day of February, 2008.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Members Owens/Gordon moved the County Board approve a Request for Approval of an Ordinance Transferring Monies from the Health Department Fund 0112 to the Persons with Developmental Disabilities Fund 0110, Fiscal Year 2008 – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

AN ORDINANCE TRANSFERRING MONIES FROM THE
BRIDGE MATCHING FUND 0121
TO THE COUNTY MATCHING FUND 0122
FISCAL YEAR 2008

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the County Matching Fund 0122 in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to provide sufficient monies to meet ordinary and necessary expenses that have been budgeted; and,

WHEREAS, there are sufficient monies available in the County Highway Bridge Matching Fund 0121 that may be drawn upon temporarily to meet this projected shortfall; and,

WHEREAS, it is desirable to transfer said monies; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$46,003.00 from the Bridge Matching Fund 0121 to the County Matching Fund 0122; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this Ordinance to the McLean County Board; now, therefore,

BE IT ORDAINED by the McLean County Board in regular session that the sum of up to \$46,003.00 be and the same is hereby ordered transferred on an as needed basis as follows:

FROM:	Bridge Matching Fund 0121	<u>\$46,003.00</u>
TO:	County Matching Fund 0122	<u>\$46,003.00</u>

BE IT FURTHER ORDAINED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$46,003.00 accordingly.

BE IT FURTHER ORDAINED that said County Treasurer be directed on or before October 1, 2008, to reimburse said Bridge Matching Fund 0121 after receipt of general property taxes until the full amount so transferred has been returned to these funds.

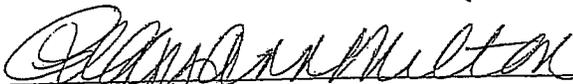
BE IT FURTHER ORDAINED that the County Clerk transmit certified copies of this Ordinance to the County Highway Engineer, County Administrator, County Auditor, and the County Treasurer.

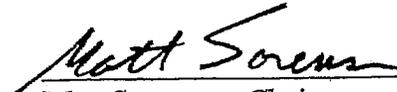
(2)

ADOPTED by the County Board of McLean County, Illinois this 19th day of February, 2008.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean County Board
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Members Owens/Harding moved the County Board approve a Request for Approval of an Ordinance Transferring Monies from the Bridge Matching Fund 0121 to the County Matching Fund 0122, Fiscal Year 2008 – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

COLLECTIVE BARGAINING AGREEMENT

by and between

THE McLEAN COUNTY BOARD

and

THE McLEAN COUNTY SHERIFF

and

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

representing

F.O.P. LODGE NO. 176

2007 through 2009

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ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the McLean County Board and the McLean County Sheriff (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council, representing F.O.P. Lodge No. 176 (hereinafter referred to as the "Lodge").

It is the purpose of this Agreement and it is the intent of the parties here to establish and promote mutual harmonious understanding and relationships between the Employer, its employees, and the Lodge. To promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2 - RECOGNITION

The Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative of all of the Merit Deputies recognized by the Merit Commission, except Lieutenants, Chief Deputy and Sheriff, herein referred to as "Officers" for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment. This recognition shall not include Auxiliary Officers and Civilian Personnel.

ARTICLE 3 - NON-DISCRIMINATION

Section 1 - Non-Discrimination:

The Employer shall not discriminate against officers, and employment related decisions will be based on qualifications and predicated on performance in a given position without regard to race, color, sex, age, political belief or affiliation, disability, Union activity, or national origin of the Officer. Claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.

Section 2 - Use of Masculine Pronoun:

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4 - MUTUAL COOPERATION

The Employer and the Lodge agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of McLean County, Illinois.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

ARTICLE 5 - DUES DEDUCTIONS - FAIR SHARE

Section 1 - Dues Deduction:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Lodge dues or its equivalent in the amount certified by the Treasurer

of the Lodge from the pay of all Officers covered by this Agreement, who, in writing, authorize such deduction. Such money shall be submitted to the Illinois F.O.P. Labor Council at the address designated by the Council within thirty (30) days after the deductions have been made. Such deduction shall continue in effect until revoked in writing by the employee, or until his termination of employment, or until the termination of employment, or until the termination of this Agreement.

Section 2 - Fair Share:

Any present officer who is not a member of the Lodge shall be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

If the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Lodge has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;
2. The Lodge has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement of each provision of this Article

and that the employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the Lodge has calculated the fair share fee;

3. The Lodge has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge for the purpose of determining and resolving any objections the officer may have to the fair share fee;

4. The Lodge has complied with the U.S. Supreme Court decision in Hudson v. Chicago Teachers Union.

Section 3 - Hold Harmless:

The Lodge hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 6 - MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Sheriff's Department;
2. To determine and change the purpose, composition and function of each of its constituent department, and subdivisions;
3. To set standards for the services to be offered to the public;

4. To direct the officers of the Sheriff's Department including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;

6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work when essential in the exercise of non-police power;

7. To contract out work when essential in the exercise of non-police power;

8. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

9. To establish, modify, combine or abolish job positions and classifications;

10. To add, delete or alter methods of operation, equipment or facilities;

11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

12. To establish, implement and maintain an effective internal control program;

13. To suspend, demote, discharge, or take other disciplinary action against officers for just cause; and

14. To add, delete or alter policies, procedures, rules and regulations, subject to a forty-five (45) day review policy under labor/management conference.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of the Agreement.

ARTICLE 7 - NO STRIKE

Section 1 - No Strike Commitment:

Neither the Lodge nor any officer, member of the Lodge, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, intentional slow down in work rate, or picket which causes work stoppage, or other concerted refusal to perform duties by an officer or officer group, or the concerted interference with, in whole or part, the full, faithful and proper performance of all normal operations of County government, including the Sheriff's Department. Neither the Lodge nor any officer, member of the Lodge, or employee covered by this Agreement, shall refuse to cross any picket line, by whomever established.

Section 2 - Resumption of Operations:

In the event of action prohibited by the Section above, the Lodge immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the requirements of this Section.

ARTICLE 8 - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 9 - BILL OF RIGHTS

If the investigation or interrogation of a law enforcement officer is likely to result or does result in the recommendation of some action, such as a transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1-7, commonly known as the "Peace Officers' Bill of Rights". A law enforcement officer may be relieved of duty prior to the imposition of such punitive measures and then shall receive all ordinary pay and benefits as he would have if he were not charged. Reassignment or shift transfers made for training purposes do not apply.

Nothing in this Article is intended to or should be construed to waive employees right to Union representation during questioning that the employee reasonably believes may lead to discipline. Members of the bargaining unit shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975).

ARTICLE 10 - GRIEVANCE AND ARBITRATION

Section 1 - Grievance:

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is

any dispute or difference of opinion raised by an employee, the Lodge or Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

The remedies sought by the grievant in the grievance filed shall be exclusive and no additional remedies may be requested or added.

Each step initiated by the Union must bear a time stamp on the grievance to verify the date and time that the action was initiated.

STEP 1: The employee, with a Lodge Representative, and after reducing to writing on a mutually agreed to form (see Appendix A), may take up a grievance with the employee's immediate supervisor within seven (7) calendar days of its occurrence or discovery. The supervisor shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion.

STEP 2: The Grievance will be referred to the Division Commander and in the Division Commander's absence, the Chief Deputy prior to going to Step 3 subject to the same seven (7) calendar day time limit.

STEP 3: If not adjusted in Step 2, the grievance shall be presented by the Lodge and the employee to the Sheriff or his designee within seven (7) calendar days following the receipt of the supervisor's answer in Step 2. The Sheriff or designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or shift commander and the Lodge Representative within seven (7) calendar days after receipt of the grievance from the Lodge. The Sheriff shall then render a decision based on the information supplied during

the meeting, within seven (7) calendar days of the meeting.

STEP 4: If not adjusted in Step 3, the grievance may be presented by the Lodge to the County Administrator within seven (7) calendar days following the receipt of the answer in Step 3. A meeting shall be held within twenty-one (21) calendar days with the County Administrator or his designated representative to discuss the grievance and hopefully come to an equitable solution. The County Administrator or his designee shall then render a decision within seven (7) calendar days of the meeting.

Section 2 - Referral:

Grievances, excluding those involving disciplinary time off in excess of thirty (30) days or discharge, may be appealed to Arbitration within fourteen (14) calendar days after the answer in Step 4.

Grievances involving disciplinary time off in excess of thirty (30) days or discharge may only be appealed to the Merit Commission after the answer in Step 3.

Section 3 - Arbitration:

The parties shall alternately strike names until one (1) name remains with a coin toss determining who strikes first. The person whose name remains shall be the arbitrator. Each party may strike and reject one (1) of the first two (2) panels of arbitrators submitted by the Federal Mediation and Conciliation Service. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council requesting that he set a mutually agreeable time and place for the hearing.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to the terms of this Agreement or applicable law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of the agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the costs of a written transcript, if any, for the arbitrator shall be divided equally between the Employer and the Lodge. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of a written transcript.

Section 4 - Time Limits:

No Grievance shall be processed unless it is submitted within seven (7) calendar days from the date the employee knew or should have known of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time

limits in each step may be extended by written agreement of the Employer and the Lodge Representative involved in each step.

ARTICLE 11 - LABOR-MANAGEMENT CONFERENCES

The Lodge and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge Representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held. However, if either the Lodge or the Employer refuses to meet within fifteen (15) days, the other party may demand a meeting, within fifteen (15) days. The purpose of any such meeting shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the employer which may affect employees. Said notification is upon a voluntary basis and is non-binding; and
4. Safety issues.

Without the consent of both parties, such Labor-Management Conference will not be held over eight (8) times a year.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "Labor-Management Conferences", Lodge members shall, before leaving their work station, give reasonable notice to, and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Lodge members will be allowed time off subject to the approval of the Sheriff or his designee to attend State/National conventions and any other functions relating to F.O.P. labor relations. Said attendance is on a non-paid basis. However, employees may use accumulated vacation time, compensatory time, or personal leave time for such periods.

ARTICLE 12 - LAYOFF AND RECALL

Section 1

In the event of a layoff of Merit Officers covered by this Agreement, the Employer agrees not to hire personnel to perform the duties that only a Peace Officer can perform. A McLean County Peace Officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrest for offenses.

The Employer shall notify the affected employee no less than thirty (30) days in advance of the scheduled layoff.

Section 2

In the event of layoff, Merit personnel covered by this Agreement will be laid off in reverse order of seniority. The date of seniority will be based on the entrance date into the Merit System.

Section 3

During a reduction in force, if it becomes necessary to assign an employee to a different job classification or shift, efforts will be made to place such employee in the below listed order:

1. He will displace the least senior employee in the same job classification.
2. If an employee cannot be retained in the same job classification and has sufficient seniority, he will be assigned to a classification previously held. In being so assigned, he will displace the employee in that classification with the least seniority.
3. If he cannot be placed under 1 or 2 above, he shall be laid off. While on layoff an officer shall continue to accumulate seniority for six (6) months.

Section 4

When vacancies occur within their job classification, laid off employees shall be recalled in order of seniority. Notice of such recall shall be mailed to the last known address of the laid off employee by certified mail. The employee so notified has two (2) weeks to respond, or his employment status shall be terminated.

The employee's right to recall shall be for a period of two (2) years from the date of his layoff.

Section 5

For the purpose of this Article, there shall be two (2) job classifications:

1. Deputy Sheriff; and
2. Sergeant.

ARTICLE 13 - EMPLOYEE SECURITY

Section 1 - Just Cause Standard:

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. The Employer agrees to discipline progressively and correctively based on the severity of the offense.

Section 2 - File Inspection:

The Employer's Personnel Files and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer. Inspection of these files shall be during regular business hours, shall not interrupt the normal office duties, and an Administrative Officer shall be present. The officer shall have the right to authorize an F.O.P. representative, on his behalf, to review personnel files and time records if said permission is in written form and the employer received a copy of such written authorization. One (1) working day's notice will be required.

The Employer agrees to abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/1 et seq.

Section 3 - Limitations of Use of File Material:

It is agreed that any material and/or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the officer's interests.

The employee shall have the right to provide a written response to any item in the file.

Section 4 - Use and Destruction of File Material:

Disciplinary investigation files shall be destroyed by the Employer according to the following schedule:

Complaint case files shall be destroyed in accordance with the following schedule, unless the investigation relates to a matter which has been subject to either civil or criminal litigation. In the event of either civil or criminal litigation, the following schedule shall apply upon the conclusion of said litigation from the date of occurrence.

1. Letter of Commendation - Permanent
2. Letter of Caution - one (1) year without misconduct.
3. Written Reprimand - one (1) year without misconduct.
4. Letter of Suspension (3 days or less) - two (2) years without misconduct.
5. Letter of Suspension (4-10 days) - four (4) years without misconduct.
6. Letter of Suspension (10 days or more) - five (5) years without misconduct.
7. All written forms of discipline - not set forth above - One (1) year without misconduct.

Any information of the adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any further proceedings.

ARTICLE 14 - INDEMNIFICATION

Section 1 - Employer Responsibility:

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 or the McLean County Liability insurance limit of \$1 million, whichever is greater.

Section 2 - Legal Representation:

Officers shall have legal representation provided by the Employer and selected by the Employer in any civil cause of action brought against an officer, brought by a civilian resulting from or arising out of the performance of duties, pursuant to law.

Section 3 - Cooperation:

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4 - Applicability:

The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3 directly above, with the Employer in defense of the action(s) or claim(s).

ARTICLE 15 - SENIORITY

Section 1 - Definition of Seniority:

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last entrance to the Merit System unless on an authorized leave of absence.

Section 2 - Seniority List:

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and it shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listings shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

1. Quits; or
2. Is discharged for just cause; or
3. The employee is laid off for more than two (2) years; and/or
4. Off-the-job injury or illness for a period of two (2) years or more after the employee has exhausted all paid leave. The Sheriff or his designee may at his sole discretion extend the two (2) year period.

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence.

Section 3 - Notice to Lodge:

The Employer shall provide the Secretary of the Lodge with a true and updated copy of the Seniority List. Prompt notice within ten (10) working days shall be given to the Lodge of any changes or modifications made to the list.

ARTICLE 16 - F.O.P. REPRESENTATIVES

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1 - Attendance at Lodge Meetings:

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Lodge shall be permitted reasonable time off, to attend general, board or special meetings of the Lodge, provided that at least two (2) working days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Said attendance will be on an unpaid basis.

Section 2 - Grievance Processing:

Reasonable time while on duty shall be permitted to Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Such time to be recorded using the activity system.

Section 3 - F.O.P. Conference:

Employee(s) who are chosen as delegate(s) to an F.O.P. National or State Conference will, upon written application approved by the Lodge and submitted to the Sheriff with at least fourteen (14) working days notice, be given a leave of absence for the period of time required to attend such Convention or Conference, subject to work schedule as deemed necessary by the Sheriff. Said attendance will be on an unpaid basis.

Section 4 - Lodge Negotiating Team:

Members designated as being on the Lodge negotiation team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with pay. (If a designated Lodge negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session.)

In the event of an emergency call back of personnel, the Sheriff reserves the right to withhold or cancel any above-mentioned time off.

ARTICLE 17 - DISABLING DEFECTS

Section 1 - Disabling Defects:

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 18 - BULLETIN BOARDS

The Employer shall provide the Lodge with a bulletin board or, where none is available, designated space on an available bulletin board, upon which the Lodge may post its notices. Only official Lodge notices shall be placed on the bulletin boards.

ARTICLE 19 - TRAINING

Section 1 - General Policy:

The McLean County Sheriff's Department is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of county services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Employees who attend training sessions which result in a workweek in excess of forty (40) hours shall receive one and one-half (1-1/2) hours compensatory time off or pay, at the officer's option, for each hour over forty (40) hours required to be worked because of such required training.

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. Basic mandatory training (Police Training Institute) as required by State law shall be excluded from this provision.

The Employer agrees to pay one and one-half (1 1/2) times for one-half (1/2) hour of travel time for Firearms Training. During firearms qualifications and/or training, officers shall be compensated at the rate of overtime in accordance with Article 36, Section 2 - Overtime Payment.

In the event the firearms training site is moved from the current location of Heidelberg or Armory, the parties agree to conduct a Labor Management Conference to discuss the impact and attempt to reach an agreement as to any changes in travel time. Absent an agreement, the parties agree to maintain one-half (1/2) hour of travel time in

accordance with Article 36, Section 2 - Overtime Payment.

None of the above provisions shall result in a reduction of the normal hours in a workday for purposes of pay. This Section applies only to off-duty training of officers.

Section 2 - Access:

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Lodge shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 3 - Posting:

Upon receipt of a notice of an acceptable school training program, it will be posted in the Sheriff's Department, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Sheriff, acting in the best interests of the Department.

ARTICLE 20 - TUITION REFUND

An employee requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The course must be determined by the Sheriff to be job related, be reasonably approved in advance by him, and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and laboratory fees according to the following schedule and procedure:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D	NONE

An employee may take up to two (2) courses per semester. The maximum tuition amount of reimbursement will be the tuition amount prevailing at a public educational institution in Illinois.

The minimum funding for tuition refund for each year of this Agreement shall be \$2,000. If, during the calendar year, applications for reimbursements exceed the budgeted amount, reimbursement will be pro-rated by the dollar amounts of legitimate requests by the applicants. Distribution of tuition refunds shall occur at the end of each year to those qualified who are covered by this Agreement.

ARTICLE 21 - LEAVES OF ABSENCE/BEREAVEMENT LEAVE

Section 1 – Death in the Family:

The Employer agrees to provide officers leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family. In special circumstances at the direction of the Sheriff, two (2) additional days may be allowed.

Section 2 - Definition of Family:

A member of the immediate family shall be defined to be an officer's mother,

father, wife, husband, daughter, or son (including step or adopted), sister or brother, (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 3 - Short Term Military Leave:

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time/compensation time.

Section 4 - Education Leave:

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

Section 5 - Injury Leave:

An officer who sustains injuries arising out of or in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

Section 6 - Sick Leave:

The current departmental policy on sick leave shall continue during the term of this

Agreement. The Employer agrees to bank for the employee any sick leave hours in excess of seven hundred and twenty (720) for purposes of IMRF credit.

ARTICLE 22 - DISABILITY INCOME

Any Merit Officer covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. Such certification shall not be unreasonably withheld.

This Article shall be covered by the provisions of 5 ILCS 345/1.

ARTICLE 23 - MERIT COMMISSION

The Employer shall advise the Lodge in writing of all public meetings of the McLean County Merit Commission and a Lodge Representative may attend the above meetings. The parties agree to adhere to the provisions of 55 ILCS 5/3-8001 et seq.

ARTICLE 24 - HOLIDAYS

Section 1 - Designated Holidays:

The Employer agrees that the following days be considered holidays and these holidays shall be recognized on the dates indicated:

New Year's Day
(January 1)

Martin Luther King Day
(3rd Monday in January)

President's Day
(3rd Monday in February)

Police Memorial Day
(May 15)

Memorial Day
(May 30)

Independence Day
(July 4)

Columbus Day
(2nd Monday in October)

Labor Day
(1st Monday in September)

Veterans' Day
(November 11)

Thanksgiving Day
(4th Thursday in November)

Friday after Thanksgiving
(Day after Thanksgiving Day)

Christmas Day
(December 25)

If the Employer adopts a holiday schedule for other employees that exceeds ten holidays, the additional holiday(s) shall apply to this bargaining unit. The additional holiday(s) shall be the same as added for other employees unless otherwise mutually agreed between the Employer and the Union. If the Employer adopts different days as holidays, the Union may elect to change their holidays (above) to those days adopted for other employees, having provided the Employer with adequate written notice of this election.

Section 2 - Compensation for Holidays:

Compensation for the holidays listed above is granted as follows:

1. Employees who are required to work a regular tour of duty (8 hours) on a holiday will be credited with eight (8) hours of compensatory time or eight (8) hours of additional pay at the overtime rate.

2. Employees whose regular day off coincides with an established holiday will be paid for eight (8) hours of straight time pay or eight (8) hours of compensatory time, whichever the employee chooses.

3. Employees whose regular day off coincides with an established holiday and who are required to work a regular tour of duty (8 hours) on that holiday, will be credited

with eight (8) regular hours plus the established overtime rate of pay or compensatory time.

4. All hours in excess of a regular tour of duty on a holiday will be paid at the same rate as the hours during the regular tour of duty.

5. Detectives, court officers and process servers may elect to take the holiday off with straight time pay or they may elect to work and be paid holiday pay plus one and one half (1 1/2) times the regular rate for all hours worked. This right to elect shall apply to all holidays which fall on the individual officer's scheduled days of work.

6. Up to four (4) employees may attend Police Memorial Day ceremonies in Springfield without being subject to minimum staffing. Any other employee who decides to take Police Memorial Day as a holiday may elect to do so at the time of shift bidding by designating any one (1) of the other holidays listed in Section 1 as exempt from the provisions of Section 2.

ARTICLE 25 - MAINTENANCE ALLOWANCE

A monthly contingent expense of \$45.00 per month will be provided to Merit Officers covered by this Agreement.

ARTICLE 26 - VACATIONS

Section 1 - Vacation Accrual:

All officers are entitled to vacation time off with pay which shall accrue hourly according to the following schedule:

<u>Years of Service</u>	<u>Projected Annual Days</u>
First through Fifth Year	10 Days - .03847/hr.
Sixth through Twelfth Year	15 Days - .05769/hr.
Thirteenth through Fifteenth Year	16 Days - .06153/hr.
Sixteenth through Seventeenth Year	17 Days - .06538/hr.
Eighteenth through Twentieth Year	20 Days - .07692/hr.
Twenty-First through Twenty-Second Year	22 Days - .08461/hr.
Twenty Third Year	23 Days - .08846/hr.
Twenty Fourth Year	24 Days - .09231/hr.
Twenty-Fifth Year and beyond	25 Days - .09615/hr.

Section 2 - Eligibility for Use:

1. Employees who have completed their probationary period who are hired after October 30, 1989, may schedule a vacation, but may not schedule any more vacation than has accrued to the employee at the time they take it. Accumulation may not exceed one and one-half (1 1/2) times their annual accrual. Probationary employees shall participate in the bid process prior to having actually completed probation. However, no vacation will be utilized until completion of probation.

2. Employees hired before October 30, 1989, may schedule vacation in accordance with Section 26.4 herein in advance of accrual provided they do not end the year with a negative balance. Eligible vacation days for bidding shall be determined on the first day of the year in accordance with the employee's projected annual accrual.

Section 3 - Liability for Use of Advanced Vacation Leave:

Those officers who terminate their employment with McLean County, or who end the calendar year with a negative vacation balance, shall reimburse the Employer on their

next regular paycheck the amount of negative hours at their regular rate of pay in effect on their last day of employment or last day of the calendar year, whichever may apply.

Section 4 - Vacation Bidding:

Bid selection of vacation shall be in seniority order by rank, shift or work assignment (i.e. Court Security, Detective, and Process Server). The most senior officer shall select all vacation times desired of no less than one week's duration. After all officers have so bid, the most senior officers shall then select all vacation time desired of no less than one (1) day's duration. No vacation time selection shall be unreasonably denied. No vacation may be bid by any employee for firearm qualification week. County Fair week will be bid according to this Agreement, unless it becomes the primary responsibility of the McLean County Sheriff's Department, in which case it shall be unavailable for bidding. Vacation time which has been advanced to an officer may not be used for any other purpose.

Bidding selections shall begin on November 15th of each year. Bid schedules will be posted when selection is completed or by January 1st, whichever comes first. Bid weeks of vacation time will start and end with the officer's regularly scheduled days off. Vacation schedules may be adjusted for emergency situations.

During the year an officer may request to utilize vacation days in one (1) day increments with the approval of the Sheriff or his designee. This practice shall be in accordance with the meeting of minimum staffing levels as set forth by the Sheriff or his designee.

Vacation time may be used in conjunction with illness or disability. Vacation time which has not been accrued by an officer may not be used for any other purposes other than as set forth above.

Section 5 - Vacation Carry:

All officers may carry a maximum of one and one-half (1 1/2) times their annual accrual unless they have attempted to use their excessive hours and through no fault of their own been denied such attempts.

ARTICLE 27 - INSURANCE

Section 1 - Health Insurance Plan:

The Employer will make every effort to maintain the present Health Insurance Plan coverage at the present contribution rate. Prior to the implementation of any change in the rates or in the coverage, the Employer will meet and confer with the Lodge, provide documentation in support of the change, and consider alternative suggestions offered by the Lodge. With any rate change, the present proportion of contribution will be maintained. The Lodge shall have the right to impact bargaining over the effects of any change in benefits. Impasses in such bargaining shall be resolved in accordance with 5 ILCS 315/14, as amended. Retired employees shall be allowed to purchase this same health insurance for the same cost, and on the same terms and conditions as active employees, and at the active group rate, as provided by 215 ILCS 5/367h. Any improved or additional Health Insurance Plan benefits adopted by the Employer will be given to employees covered by this Agreement.

Section 2 - Life Insurance:

The Employer will provide a \$10,000.00 group life insurance policy for each full-time officer. The Employer also shall make available to officers the opportunity to purchase up to \$40,000.00 additional group life insurance at favorable rates.

Section 3 - Liability Insurance:

The Employer presently has and will continue to maintain for the term of this contract both personal and vehicle liability insurance policies for the protection of the officers.

ARTICLE 28 - EXTRA-DUTY EMPLOYMENT

The Employer authorizes the Merit Officers to use uniforms, leather, and sidearms while working any extra-duty employment that is authorized in advance by the Sheriff. Said authorization does not include the use of a County provided vehicle unless authorized by the Sheriff.

ARTICLE 29 - GENERAL PROVISIONS

Section 1 - Lodge Representatives:

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Employer concerning pending grievances covered by this Agreement.

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay

is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. One (1) working day's notice will be required to obtain said records.

Section 2 - Personal Property Damage:

The Employer agrees to repair or replace as necessary an officer's personal property/possessions, if such are damaged or broken during the course of the employee's duties, limited to equipment authorized by the Sheriff. Such incidents must be documented with the officer's immediate supervisor.

Section 3 - Disease Exposure:

The Employer agrees to pay all expenses for inoculation or immunization shots for employees and members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty, with a signed physician's recommendation.

Section 4 - Burial Expenses:

The Employer agrees to defray all reasonable and customary funeral burial expenses of any officer of the McLean County Sheriff's Office killed in the line of duty.

Section 5 - County Policies:

Travel and per diem will be treated in accordance with General County Policies.

Section 6 - Residency:

Employees covered by the terms of this Agreement may reside within one (1) hour travel time from the McLean County Sheriff's Department.

Any employee who resides outside the County of McLean shall only receive compensation for travel under the terms of this Agreement from the time the employee enters McLean County at the point nearest their residence.

ARTICLE 30 - SHIFT BIDDING

Section 1

Employees will be able to bid the shift that they will be working according to their seniority in rank based on their date of entry into the merit system. This would remain unchanged for a period of one (1) year when bidding would be repeated. Bidding would take place around the end of each year and new shift would begin around the beginning of each year. Bidding would be done within divisions that a particular employee would be part of.

Section 2

Employees would be able to change the shift they have bid if the employee has obtained the consent of another employee who would like to switch shifts and if the supervisor and division commander of the shifts involved also consent to the change.

Section 3

Based upon seniority, employees on the same shift where a vacancy occurs may re-bid for days off on that shift. Vacancy is defined as a known vacancy that is expected to exist for thirty (30) calendar days or more. It is further agreed that any re-bidding as a result of a vacancy must not impact bid vacations detrimentally toward employee(s). Re-bidding will only be permitted if it is on the same shift.

ARTICLE 31 - DEPUTY BONDS

The Employer will pay the yearly deputy bond that is required by law.

ARTICLE 32 - DESK PAY FOR DEPUTIES

Deputy rank employees who are required to act in the stead of Sergeants for a full shift will receive one (1) hour of extra pay at the overtime rate. Detectives who may be asked to act in the stead of the Detective Commander will receive one (1) hour of extra pay at the overtime rate for each eight (8) hours of such duty.

ARTICLE 33 - CLOTHING ALLOWANCE FOR PLAIN CLOTHES OFFICERS

Employees who are plain clothes officers will be given a clothing allowance for the purchase of clothing to be worn during their work at a rate of \$150.00 each six (6) months of the calendar year. Plain clothes officers would also receive leather gear for their duty weapons from the Employer and maintain equipment assigned them.

ARTICLE 34 - EQUIPMENT

The Employer will provide unit officers with uniform clothing including long-sleeved shirts, short-sleeved shirts, pants, protective vests, leather gear, badges, name tags, jackets, head gear, ties, and footwear. Personal clothing and items of the employee that are damaged in the line of duty will be repaired or replaced by the Employer. All unit employees will be required to wear the full uniform and keep it dry cleaned as is appropriate. The uniform of the day will be determined by the division commander.

ARTICLE 35 - PERSONAL DAYS

Employees will be provided with two (2) personal days per year to be used at the discretion of the deputies. Personal days will be used under circumstances that require the attention of the employee and as much advance notice to the Employer of the need to take a personal day will be given as possible. Management reserves the right to deny requests based upon public safety or staffing requirements.

ARTICLE 36 - HOURS AND OVERTIME

Section 1 - Workday and Workweek:

1. The normal hours of work in effect at the time of execution of this Agreement, which are subject to change, are set out below:

Patrol Division (excluding Court assignments)

7:00 A.M.	to	3:00 P.M.
3:00 P.M.	to	11:00 P.M.
11:00 P.M.	to	7:00 A.M.

Detectives and Process Servers

8:30 A.M.	to	4:30 P.M.
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At the Sheriff's discretion and bid once per year with the other shifts, the Sheriff may create lap shift(s) that will either be:

6:00 P.M. to 2:00 A.M. Tuesday through Saturday

and/or

5:00 P.M. to 3:00 A.M. Wednesday through Saturday

This shift(s), if created, will be a shift in and of itself in that vacation bidding and comp day/personal day requests will not be contingent upon the staffing of any other

shifts, i.e.: 7-3; 3-11; 11-7. Prior to the implementation of the lap shift, the parties agree to meet in a Labor/Management conference.

Shifts may be changed in emergency situations with reasonable notice. Shifts may also be changed if economic conditions require the Sheriff to realign his coverage or restructure the shifts. During the thirty (30) days prior to shift change the parties shall bargain over the effects of the change. Any changes made by the Sheriff, except in emergency situations, shall be subject to impact bargaining under Section 14 of The Illinois Public Labor Relations Act. No changes shall occur until which time an agreement is reached between the parties on economic conditions or a resolution under 5 ILCS 315/14.

If these hours are changed, shifts and vacations, if necessary, will be re-bid.

2. Court Assignment starting time will be between 7:30 A.M. and 9:30 A.M. inclusive.

3. All time in excess of the hours worked in the normal workday and the normal workweek (Sunday through Saturday) shall be compensated.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

The workday for employees covered by this Agreement shall be eight (8) hours and the workweek shall be five (5) consecutive days of duty followed by two (2) days off, unless otherwise mutually agreed by the Employer and the Lodge.

4. A. Employees may be assigned to an irregular shift for training or for transport duty. Regularly scheduled days off shall not be modified unless agreed to by the affected officer. For purposes of this Section only, the 11:00 P.M. shift is deemed to be the same day, unless mutually agreed upon by the affected parties.

B. Employees may be temporarily changed from one shift to another in the event of extended absences excluding vacations (30 days for one absent employee; 15 days if two or more absent employees). In such event, the Employer will seek volunteers.

Absent sufficient volunteers, such shift changes will be made in inverse order of seniority on a rotating basis and shall not exceed fourteen (14) calendar days (excluding unqualified probationary employees). An employee will not be required to so change more than once a year.

C. Employees' starting/quitting times may be adjusted on a given workday to meet bona fide operational requirements, provided:

- (a) If time permits posting, the Employer will first seek volunteers;
- (b) Twenty-four (24) hours advance written notice is given to the employee if the adjustment is not voluntary;
- (c) The adjustments shall not exceed two (2) hours from employee's normal shift starting/quitting times;
- (d) No employee will be adjusted under this Article more than ten (10) times per contract year; and

(e) If twenty-four (24) hours advance notice can not be given, employees' starting/quitting times will not be adjusted and the employees will be paid at the overtime rate for all hours in excess of eight (8).

5. Detectives are scheduled according to the following understanding:

A. Detectives will all work the hours of 8:30 A.M. to 4:30 P.M. with Saturdays and Sundays assigned to all Detectives as regular days off.

B. On-call Detectives will be assigned a fully equipped squad car during the hours of on-call.

C. Those Detectives not on call and not having an assigned squad car will not be required to carry pagers during off-duty hours.

D. In the event of an extended investigative or emergency situation, Detective Division shifts may be temporarily altered as management sees fit. Existing overtime policy will still apply.

E. Any Detective on-call shall receive two (2) hours of guaranteed compensation at straight time rate of pay per period of on-call, for each day of on-call, i.e. Friday, Saturday and Sunday would result in six (6) hours of on-call pay and any Detective who is on-call within any twenty-four (24) hour period shall receive guaranteed compensation of two (2) hours straight time rate of pay during the on-call period. This compensation will be paid in addition to any overtime hours paid.

F. The Detective Commander will make available to the Detectives, the case assignment book.

G. Due to the nature of investigative work in law enforcement,

management and labor understand and agree that, from time to time, it may be necessary to adjust the working hours of the Detective Division.

Should the need arise, the Division Commander and/or Sheriff may mutually agree with the Detective(s) assigned to the Bureau as to the hours to be worked and the length of time that shift changes are necessary. Flex time may also be considered and utilized if mutually agreed to by the above parties.

Section 2 - Overtime Payment:

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of that employee's normal work hours in a given workday. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minutes.

In the event of an emergency being declared by the Sheriff, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 3 - Preparation Time:

Any Watch Commander, required by the Sheriff to prepare assignments/briefing, shall be paid at the overtime rate for completed 15 minute segments.

Section 4 - Callback:

A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regular scheduled workday shall

be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 5 - Hireback:

Employees on hireback and required to report to a location other than post shall be compensated for any travel time greater than that from their residence to post. (This does not apply to Training - Article 19.)

Section 6 - On-call:

On-call status shall be defined as when an employee has been designated to be available to be called in to work during a specifically designated period of time. On-call status will be compensated for a rate of two (2) hours of straight time pay for each eight (8) hours of on-call. If the employee is called out during an eight (8) hour period of being on-call, then the Employer will compensate the employee only for the time the employee has been on-duty during that eight (8) hour period at the overtime rate.

Section 7 - Standby:

If the Employer designates an employee to be on standby under the condition that the employee remains accessible by telephone contact, then the employee shall be paid for such standby at the straight time rate of pay.

Section 8 - Court Obligation:

In recognition of an officer's obligation, created by court cases, to contact the State's Attorney's office or other officers of the court to determine the actual date/time they are needed in court, (other than the dates/times on a Subpoena/Notice to Appear), all officers shall be provided with the following hours added to their personal time balance annually within four (4) weeks of the annual shift change over and prorated for newly

hired officers as follows:

Detectives, Process Servers, Court Security Officers, and DARE Officer:

	8 hours
1st Shift Officers	12 hours
2nd Shift Officers	24 hours
3rd and Lap Shift Officers	28 hours

This time shall be added to their personal days, as provided in Article 35.

Any such officer who shows up for a court appearance without first determining the date/time that he is needed shall not be compensated for court time as provided in Section 9 below, except for that time which is actually required by court.

Section 9 - Court Time:

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours.

Section 10 - Compensatory Time:

No McLean County Sheriff's Department Officer covered by this Agreement shall be allowed to accumulate over one hundred (100) hours of compensatory time without written permission of the Sheriff. Any compensatory time earned shall be paid at the rate of time and one-half (1 1/2) for each hour earned except upon written request of the employee and the permission of the Sheriff. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and his supervisor; permission to utilize compensatory time off shall not be unreasonably

denied by the supervisor if operating requirements will not be adversely affected. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor.

1. Comp time requests shall be made to the employee's immediate supervisor no more than thirty days prior to said request day desired to be taken off of work.

2. The employee's supervisor must respond to said request within twenty-four (24) hours of receipt.

3. No supervisor shall grant a comp day if, at time of approval, said comp day would place the affected shift below minimum staffing levels. Any request made at least 24 hours prior to the date and time of the requested day off will be approved providing such approval will not place the shift below minimum staffing levels in place at the time of the request.

4. Once a comp day has been approved, said comp day shall not be canceled except during matters of civil unrest, disasters, emergencies, major criminal cases or extended sick or injury leave (on duty or off duty injuries) and vacancies all of which (sickness, injury, vacancies) are more than three (3) days.

5. If a shift falls below minimum staffing due to common illness, unforeseen absences, etc. that are not outlined in No. 4, the comp day shall not be canceled and the voluntary or involuntary overtime procedure shall be utilized.

6. Compensatory time accrued from January 1st of a year through the employee's anniversary date in the same year may be sold at the current rate only on the employee's anniversary date that same year. Only additional time accrued after the anniversary date may be sold at the end of the year.

Section 11 - Shift Voluntary Sign Up Procedure:

Officers covered by this Agreement who wish to be considered for voluntary overtime may sign a "Shift Voluntary Overtime Sign Up List". A list for each duty shift shall be established, posted and kept current by the Sheriff or his designee. Any officer shall be authorized and allowed to sign up for voluntary overtime. An officer may sign the list for the officer's respective duty shift only. Members of the overlap shift may be on the lists of both overlapped shifts. Officers on the lists of their respective shifts will be listed in order of seniority according to their date of entry into the merit system.

Voluntary overtime is overtime which, due to short notice, requires the on-duty shift commander to obtain additional manpower from a pool of officers who are off duty and who have signed the voluntary overtime roster, which will be posted annually with the shift bid sheets.

In most cases, the voluntary overtime procedure will be used because a given shift is below the minimum staffing level due to employees calling in sick, last minute transports such as mental health or out-of-county warrant details, or those unscheduled incidents that cannot be planned for, but must be covered.

This procedure does not cover any details where advance notice is given and where there is enough time to post the detail.

The voluntary overtime list shall be maintained by departmental seniority and shall consist of all sworn officers who have signed up to be considered for any such details that arise. All personnel should be aware that the term "Voluntary Overtime List" is a misnomer, as the shift commander must be able to obtain officer(s) to work the assignment should the senior members contact pursuant to this rotating order by

departmental seniority, turn the work down, the junior member(s) shall be contacted in reverse order of seniority, as outlined later in this order. Under these circumstances, the mere fact that the officer has signed up to be on the call list for voluntary overtime allows the supervisor to call and order to work, if necessary, the least senior member contacted.

During an emergency, nothing in this order prohibits the shift commander from bypassing the voluntary overtime list and order to work any and all personnel needed to meet the emergency requirement.

Emergency situations may be (but not limited to): major disasters, such as large fires, tornado and other severe weather, plane crash, hostage or barricaded persons, riots, etc.

For extended emergency situations, where advance planning for relief of officers can be done, the voluntary overtime list would again be used, if possible, depending on the size of the manpower pool needed and estimated duration of the emergency.

During an emergency, all personnel may be contacted to work regardless of whether or not they are on the voluntary overtime list.

When additional personnel are needed for a voluntary overtime detail, the patrol shift commander shall be responsible for the call-in of the needed personnel under the following procedure:

A log book shall be maintained at the shift commander's desk with the names of all sworn officers who signed the voluntary overtime list. The list shall be maintained in order of departmental seniority.

The on-duty shift commander shall start with calling the most senior person on the list and shall continue through the list by seniority until finding someone to work. All

telephone attempts and contacts shall be recorded in the log book.

Shift commanders are directed to call only one telephone number per officer for voluntary overtime. This shall be the one telephone number listed as the officer's home.

Telephone recorders must be counted as no answer, but a message should be left as a courtesy that the call was made.

Personnel who are contacted and volunteer for the overtime or those who may have to be ordered to work must report for duty within one (1) hour of the time notified. Officers from the off-going shift may be held over to fill the manpower needed until the officer(s) on the voluntary overtime list can be contacted and get to work. Again, this is to be done by seniority on the off-going shift.

The next supervisor who needs personnel from the voluntary overtime list shall begin with the officer listed below the last officer contacted previously, and shall continue down the list before starting again at the top of the list. The system shall continue to rotate in the same manner each time the list is used.

Unless the department is operating under emergency conditions, all officers must have no less than twenty-four (24) continuous hours off duty in any seven (7) day period and shall work no more than sixteen (16) continuous hours.

The remedy for the employer's inadvertent failure to call in the appropriate officer shall be to offer the officer skipped the next such overtime opportunity.

Section 12 - Exclusion:

All voluntary hire back programs (such as the D.U.I. Program) are totally excluded from all provisions of this Article.

Section 13 - Special Work Assignments:

Special work assignments shall be administered in accordance with past departmental practice and the following:

1. If the special work assignment is reimbursed by the requesting agency, it shall be first offered to bargaining unit employees to sign up on a voluntary basis. If insufficient employees volunteer, the Employer may offer the assignment to reserve officers or require sworn officers to perform the assignment at the overtime rate.

2. If the special work assignment is not reimbursed by the requesting agency and not assigned to on-duty employees, the Employer may offer the assignment to reserve officers, offer the assignment to employees on a voluntary basis to sign up (if time permits a posting) or assign employees to perform the assignment. If employees volunteer or are required to perform the assignment, it shall be at the overtime rate.

3. There shall be no expansion of the types of duties or assignments of reserve officers during the life of this Agreement that are not in accordance with 55 ILCS 5/3 6012-6013.

4. Disputes concerning the meaning, interpretation or application of this Section shall be resolved in the grievance procedure.

ARTICLE 37 - WAGES

Section 1 - Wage Rates for All Officers:

The wage rates for all officers for the duration of this Agreement are included in Appendix "C" (C-1—2007, C-2—2008, C-3—2009). The rate for each officer shall be determined by his position classification and seniority, as detailed in Article 15.

Progression through the steps shall be effective on the first day of the biweekly pay period during which the officer's anniversary date as a Deputy Sheriff occurs.

Wage rates for employees during the term of this Agreement shall be increased as follows:

(a) 2007: Retroactively effective to the first day of the contract, Deputies shall receive an equity adjustment of \$1,500 at Step 6 and each step beyond. Sergeants shall receive an equity adjustment of \$2,000 at each step. Each step in the deputies' and sergeants' pay plans thereafter shall be increased by three percent (3%).

(b) 2008: Effective the first day of the second year of the contract, Deputies shall receive an equity adjustment of \$500 at each step. Sergeants shall receive an equity adjustment of \$750 at each step. Each step in the deputies' and sergeants' pay plans thereafter shall be increased by three percent (3%).

(c) 2009: Effective the first day of the third year of the contract, Deputies shall receive an equity adjustment of \$500 at each step. Sergeants shall receive an equity adjustment of \$750 at each step. Each step in the deputies' and sergeants' pay plans thereafter shall be increased by three percent (3%).

Section 2 - Field Training Officer:

While engaged in training of a new hire, officers shall receive one hour (1) at the overtime time and one-half rate in cash or compensatory time, at the employee's choice, for each workday of training.

ARTICLE 38 - JOB POSTINGS

Whenever an assignment vacancy occurs for a bargaining unit position, except Sheriff's Merit Commission promotions, notice of such vacancy shall be posted on all bulletin boards for no less than 14 calendar days. Said notice shall include a job description and other requirements for such position. Any employee wishing to apply may do so. The Employer agrees to select employees based on qualifications, employment history and work ethics. The employer agrees to convene an oral review board, consisting of at least one member of the bargaining unit of the Union's choosing, to interview any interested officers to fill the position. The oral review board shall consist of no less than three (3) and no more than five (5) employees. The Sheriff reserves the right to ultimately select the employee(s) he believes to be best suited for the position. With all other factors equal, seniority will prevail.

ARTICLE 39 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 40 - DURATION AND REOPENER

Section 1 - Term of Agreement:

This Agreement shall be effective from January 1, 2007 and shall remain in full force and effect until December 31, 2009. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other party not more than one hundred and twenty (120) days, nor less than ninety (90) days, prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

Section 2 - Continuing Effect:

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3 - Reopener:

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable time as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall

be resolved by invoking the procedures of 5 ILCS 315/14.

ARTICLE 41 - COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

19th day of February, ~~2007~~ 2008

FOR THE EMPLOYER:

Mark Soren
County Board Chairman

Debbie Winters
County Clerk

Mike Emery
McLean County Sheriff

FOR THE LODGE:

[Signature]
Bargaining Unit Chairman

[Signature]
Unit Representative

[Signature]
Unit Representative

[Signature]
Unit Representative

[Signature]
Unit Representative

[Signature]
Becky Dragoo, Field Supervisor

APPENDIX A - GRIEVANCE FORM

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

_____ Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

_____ Employer Representative Signature Position

_____ Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

_____ Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

_____ Employer Representative Signature Position

_____ Person to Whom Response Given Date

Lodge No. / Year / Grievance No.

GRIEVANCE FORM (Page 2)

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX B - DUES AUTHORIZATION FORM

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, Illinois 62704

I, _____, hereby authorize my employer, County of McLean/McLean County Sheriff, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

Appendix C-1: DEPUTIES:

Step	2006	2007: 12/24/06 thru 12/22/07		2008: 12/23/07 thru 12/20/08		2009: 12/21/08 thru 12/19/09	
		Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$ 36,065.00	\$ 17.8591	\$ 37,146.95	\$ 18.6425	\$ 38,776.36	\$ 19.4494	\$ 40,454.65
2	\$ 38,048.00	\$ 18.8411	\$ 39,189.44	\$ 19.6539	\$ 40,880.12	\$ 20.4911	\$ 42,621.53
3	\$ 38,949.00	\$ 19.2872	\$ 40,117.47	\$ 20.1135	\$ 41,835.99	\$ 20.9645	\$ 43,606.07
4	\$ 39,851.00	\$ 19.7339	\$ 41,046.53	\$ 20.5735	\$ 42,792.93	\$ 21.4383	\$ 44,591.71
5	\$ 40,852.00	\$ 20.2296	\$ 42,077.56	\$ 21.0841	\$ 43,854.89	\$ 21.9642	\$ 45,685.53
6	\$ 41,603.00	\$ 21.3443	\$ 44,396.09	\$ 22.2322	\$ 46,242.97	\$ 23.1468	\$ 48,145.26
7	\$ 42,354.00	\$ 21.7162	\$ 45,169.62	\$ 22.6152	\$ 47,039.71	\$ 23.5413	\$ 48,965.90
8	\$ 43,155.00	\$ 22.1128	\$ 45,994.65	\$ 23.0238	\$ 47,889.49	\$ 23.9621	\$ 49,841.17
9	\$ 43,906.00	\$ 22.4847	\$ 46,768.18	\$ 23.4068	\$ 48,686.23	\$ 24.3566	\$ 50,661.81
10	\$ 44,758.00	\$ 22.9066	\$ 47,645.74	\$ 23.8414	\$ 49,590.11	\$ 24.8042	\$ 51,592.82
11	\$ 45,409.00	\$ 23.2290	\$ 48,316.27	\$ 24.1734	\$ 50,280.76	\$ 25.1462	\$ 52,304.18
12	\$ 45,860.00	\$ 23.4523	\$ 48,780.80	\$ 24.4035	\$ 50,759.22	\$ 25.3832	\$ 52,797.00
13	\$ 46,561.00	\$ 23.7994	\$ 49,502.83	\$ 24.7610	\$ 51,502.91	\$ 25.7514	\$ 53,563.00
14	\$ 47,262.00	\$ 24.1466	\$ 50,224.86	\$ 25.1186	\$ 52,246.61	\$ 26.1197	\$ 54,329.00
15	\$ 47,613.00	\$ 24.3204	\$ 50,586.39	\$ 25.2976	\$ 52,618.98	\$ 26.3041	\$ 54,712.55
16	\$ 48,315.00	\$ 24.6680	\$ 51,309.45	\$ 25.6556	\$ 53,363.73	\$ 26.6729	\$ 55,479.65
17	\$ 49,016.00	\$ 25.0151	\$ 52,031.48	\$ 26.0132	\$ 54,107.42	\$ 27.0412	\$ 56,245.65
18	\$ 49,567.00	\$ 25.2880	\$ 52,599.01	\$ 26.2942	\$ 54,691.98	\$ 27.3306	\$ 56,847.74
19	\$ 50,268.00	\$ 25.6351	\$ 53,321.04	\$ 26.6518	\$ 55,435.67	\$ 27.6989	\$ 57,613.74
20	\$ 51,119.00	\$ 26.0565	\$ 54,197.57	\$ 27.0858	\$ 56,338.50	\$ 28.1460	\$ 58,543.65
21	\$ 51,970.00	\$ 26.4779	\$ 55,074.10	\$ 27.5199	\$ 57,241.32	\$ 28.5931	\$ 59,473.56
22	\$ 51,970.00	\$ 26.4779	\$ 55,074.10	\$ 27.5199	\$ 57,241.32	\$ 28.5931	\$ 59,473.56

Appendix C-2: INVESTIGATORS & LEAD PROCESS SERVERS

Step	2006	2007: 12/24/06 thru 12/22/07		2008: 12/23/07 thru 12/20/08		2009: 12/21/08 thru 12/19/09	
		Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$ 37,718.00	\$ 18.6777	\$ 38,849.54	\$ 19.4856	\$ 40,530.03	\$ 20.3178	\$ 42,260.93
2	\$ 39,801.00	\$ 19.7091	\$ 40,995.03	\$ 20.5480	\$ 42,739.88	\$ 21.4121	\$ 44,537.08
3	\$ 40,737.00	\$ 20.1726	\$ 41,959.11	\$ 21.0254	\$ 43,732.88	\$ 21.9038	\$ 45,559.87
4	\$ 41,673.00	\$ 20.6361	\$ 42,923.19	\$ 21.5028	\$ 44,725.89	\$ 22.3955	\$ 46,582.66
5	\$ 42,709.00	\$ 21.1492	\$ 43,990.27	\$ 22.0312	\$ 45,824.98	\$ 22.9398	\$ 47,714.73
6	\$ 43,496.00	\$ 22.2817	\$ 46,345.88	\$ 23.1977	\$ 48,251.26	\$ 24.1412	\$ 50,213.79
7	\$ 44,282.00	\$ 22.6709	\$ 47,155.46	\$ 23.5986	\$ 49,085.12	\$ 24.5542	\$ 51,072.68
8	\$ 45,118.00	\$ 23.0849	\$ 48,016.54	\$ 24.0250	\$ 49,972.04	\$ 24.9934	\$ 51,986.20
9	\$ 45,904.00	\$ 23.4741	\$ 48,826.12	\$ 24.4259	\$ 50,805.90	\$ 25.4063	\$ 52,845.08
10	\$ 46,791.00	\$ 23.9133	\$ 49,739.73	\$ 24.8783	\$ 51,746.92	\$ 25.8723	\$ 53,814.33
11	\$ 47,477.00	\$ 24.2530	\$ 50,446.31	\$ 25.2282	\$ 52,474.70	\$ 26.2327	\$ 54,563.94
12	\$ 47,963.00	\$ 24.4937	\$ 50,946.89	\$ 25.4761	\$ 52,990.30	\$ 26.4880	\$ 55,095.01
13	\$ 48,699.00	\$ 24.8582	\$ 51,704.97	\$ 25.8515	\$ 53,771.12	\$ 26.8746	\$ 55,899.25
14	\$ 49,435.00	\$ 25.2226	\$ 52,463.05	\$ 26.2269	\$ 54,551.94	\$ 27.2613	\$ 56,703.50
15	\$ 49,821.00	\$ 25.4138	\$ 52,860.63	\$ 26.4238	\$ 54,961.45	\$ 27.4641	\$ 57,125.29
16	\$ 50,558.00	\$ 25.7787	\$ 53,619.74	\$ 26.7997	\$ 55,743.33	\$ 27.8513	\$ 57,930.63
17	\$ 51,294.00	\$ 26.1432	\$ 54,377.82	\$ 27.1751	\$ 56,524.15	\$ 28.2379	\$ 58,734.88
18	\$ 51,880.00	\$ 26.4334	\$ 54,981.40	\$ 27.4740	\$ 57,145.84	\$ 28.5458	\$ 59,375.22
19	\$ 52,616.00	\$ 26.7978	\$ 55,739.48	\$ 27.8494	\$ 57,926.66	\$ 28.9324	\$ 60,179.46
20	\$ 53,503.00	\$ 27.2371	\$ 56,653.09	\$ 28.3018	\$ 58,867.68	\$ 29.3984	\$ 61,148.71
21	\$ 54,389.00	\$ 27.6758	\$ 57,565.67	\$ 28.7537	\$ 59,807.64	\$ 29.8639	\$ 62,116.87
22	\$ 54,389.00	\$ 27.6758	\$ 57,565.67	\$ 28.7537	\$ 59,807.64	\$ 29.8639	\$ 62,116.87

Appendix C-3: SERGEANTS

Step	2006	2007: 12/24/06 thru 12/22/07		2008: 12/23/07 thru 12/20/08		2009: 12/21/08 thru 12/19/09	
		Hourly	Annual	Hourly	Annual	Hourly	Annual
1	\$ 40,783.00	\$ 21.1858	\$ 44,066.49	\$ 22.1928	\$ 46,160.98	\$ 23.2300	\$ 48,318.31
2	\$ 43,004.00	\$ 22.2856	\$ 46,354.12	\$ 23.3256	\$ 48,517.24	\$ 24.3968	\$ 50,745.26
3	\$ 43,939.00	\$ 22.7486	\$ 47,317.17	\$ 23.8025	\$ 49,509.19	\$ 24.8880	\$ 51,766.96
4	\$ 44,725.00	\$ 23.1379	\$ 48,126.75	\$ 24.2034	\$ 50,343.05	\$ 25.3009	\$ 52,625.84
5	\$ 45,610.00	\$ 23.5761	\$ 49,038.30	\$ 24.6548	\$ 51,281.95	\$ 25.7658	\$ 53,592.91
6	\$ 46,445.00	\$ 23.9896	\$ 49,898.35	\$ 25.0807	\$ 52,167.80	\$ 26.2045	\$ 54,505.33
7	\$ 47,281.00	\$ 24.4036	\$ 50,759.43	\$ 25.5071	\$ 53,054.71	\$ 26.6437	\$ 55,418.85
8	\$ 48,166.00	\$ 24.8418	\$ 51,670.98	\$ 25.9585	\$ 53,993.61	\$ 27.1086	\$ 56,385.92
9	\$ 49,051.00	\$ 25.2801	\$ 52,582.53	\$ 26.4099	\$ 54,932.51	\$ 27.5735	\$ 57,352.98
10	\$ 49,887.00	\$ 25.6940	\$ 53,443.61	\$ 26.8363	\$ 55,819.42	\$ 28.0127	\$ 58,266.50
11	\$ 50,672.00	\$ 26.0828	\$ 54,252.16	\$ 27.2366	\$ 56,652.22	\$ 28.4251	\$ 59,124.29
12	\$ 51,207.00	\$ 26.3477	\$ 54,803.21	\$ 27.5095	\$ 57,219.81	\$ 28.7062	\$ 59,708.90
13	\$ 51,992.00	\$ 26.7364	\$ 55,611.76	\$ 27.9099	\$ 58,052.61	\$ 29.1186	\$ 60,566.69
14	\$ 52,778.00	\$ 27.1256	\$ 56,421.34	\$ 28.3108	\$ 58,886.48	\$ 29.5315	\$ 61,425.57
15	\$ 53,213.00	\$ 27.3411	\$ 56,869.39	\$ 28.5327	\$ 59,347.97	\$ 29.7601	\$ 61,900.91
16	\$ 53,998.00	\$ 27.7298	\$ 57,677.94	\$ 28.9331	\$ 60,180.78	\$ 30.1725	\$ 62,758.70
17	\$ 54,733.00	\$ 28.0937	\$ 58,434.99	\$ 29.3080	\$ 60,960.54	\$ 30.5586	\$ 63,561.86
18	\$ 55,419.00	\$ 28.4334	\$ 59,141.57	\$ 29.6578	\$ 61,688.32	\$ 30.9190	\$ 64,311.47
19	\$ 56,204.00	\$ 28.8222	\$ 59,950.12	\$ 30.0582	\$ 62,521.12	\$ 31.3314	\$ 65,169.26
20	\$ 57,289.00	\$ 29.3595	\$ 61,067.67	\$ 30.6116	\$ 63,672.20	\$ 31.9014	\$ 66,354.87
21	\$ 58,075.00	\$ 29.7487	\$ 61,877.25	\$ 31.0125	\$ 64,506.07	\$ 32.3143	\$ 67,213.75
22	\$ 58,075.00	\$ 29.7487	\$ 61,877.25	\$ 31.0125	\$ 64,506.07	\$ 32.3143	\$ 67,213.75

Members Owens/Gordon moved the County Board approve a Request for Approval of Collective Bargaining Agreement by and between the McLean County Board and the McLean County Sheriff and The Illinois Fraternal Order of Police Labor Council representing FOP Lodge No. 176, for the period 2007-2009 – County Administrator’s Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated the General Report was located on pages 97-111.

JUSTICE COMMITTEE:
Member Nuckolls, Vice-Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
Children's Waiting Room Fund 0171, Circuit Court 0016**

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the McLean County Board, at its regular meeting on June 20, 2006, pursuant to 705 ILCS 105/27/7, passed an Ordinance, effective July 1, 2006, to increase filing fees in civil cases by \$5.00 and to deposit said fees in the Children's Waiting Room Fund; and,

WHEREAS, the Justice Committee, at its regular meeting on November 6, 2007, approved an agreement between the County of Mclean and the Children's Foundation for the Children's Foundation to provide services to operate the Children's Waiting Room; and,

WHEREAS, the Justice Committee, at a special meeting on February 19, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance funded from the Children's Waiting Room Fund to pay Fiscal Year 2008 expenses for operation of the Children's Waiting Room, per the agreement between the County and the Children's Foundation; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:

- That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
0171-0016-0105-0410.0164 Children's Waiting Room Fee Children's Waiting Room	\$ 0.00	\$ 33,000.00	\$ 33,000.00
0171-0016-0105-0706.0001 Contract Services Children's Waiting Room	\$ 0.00	\$ 33,000.00	\$ 33,000.00

(2)

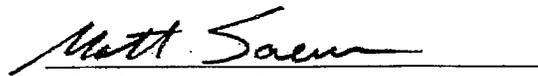
2. That the County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Circuit Court, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of February, 2008.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Matt Sorensen, Chairman
McLean County Board

Ea_childrenswtngnm_feb_08

Members Nuckolls/Ahart moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, Children's Waiting Room Fund 0171, Circuit Court 0016. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls stated the General Report was located on pages 114-121.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, stated the following: the Land Use and Development Committee has no Items for Action and the General Report can be found on pages 122-128.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
Department of Parks and Recreation Fund 0001, Parks and Recreation 0040

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Parks and Recreation Department 0040; and,

WHEREAS, On January 14th, 2008 the COMLARA County Park Visitor Center experienced a catastrophic failure of its underground electrical service feed which is necessary for operation of Department of Parks and Recreation services to the public; and,

WHEREAS, the cost of emergency repairs and installation of permanent replacement of this service to meet current National Electrical Code is over \$9,000, which is more than 37% of the Department of Parks and Recreation's 2008 budget for contractual maintenance of buildings, grounds, and equipment; and,

WHEREAS, the Property Committee, at its regular meeting on February 7, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance funded from the unappropriated fund balance for General Fund 0001 to cover the extraordinary expenses incurred due to this catastrophic equipment failure, now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$9,000 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board 0001-0001-0001-0400.0000	\$ 0.00	\$ 9,000.00	\$ 9,000.00

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriations:

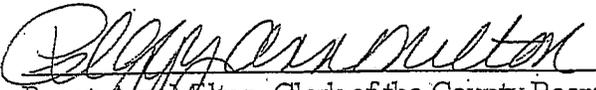
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
0001-0040-0042-0744.0001 Contractual Maintenance of Buildings, Grounds and Equipment	\$ 24,000.00	\$ 9,000.00	\$ 33,000.00

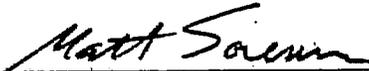
3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Administrator, , County Treasurer, County Auditor, and Director of Parks and Recreation

ADOPTED by the McLean County Board this 19th day of February, 2008.

ATTEST:

APPROVED:


 Peggy Ann Milton, Clerk of the County Board
 McLean County, Illinois


 Matt Sorensen, Chairman
 McLean County Board

Members Bostic/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, Department of Parks and Recreation General Fund 0001, Parks and Recreation 0040 for COMLARA County Park Visitor Center Electrical Service Feed – Parks and Recreation. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041
Health Department Building 0046

WHEREAS, the McLean County Board on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008, and ending December 31, 2008; and,

WHEREAS, on Tuesday, January 8, 2008, the installed HVAC energy management master control system failed at the McLean County Health Department, 200 W. Front Street, Bloomington, Illinois, rendering control of temperature requirements inoperable for the first three floors of the Health Department Building and causing at least 12 frozen water pipes and leaks on the first floor exterior walls; and,

WHEREAS, since the installed proprietary system is now obsolete and cannot be repaired or replaced in kind, a new non-proprietary system had to be ordered and work began to provide heat to the first three floors of the Health Department Building; and,

WHEREAS, on Tuesday, January 15, 2008, the McLean County Board approved an Emergency Appropriation Ordinance amending certain Health Department Special Revenue Funds to provide sufficient funds to purchase and install a new HVAC energy management control system in the Health Department Building; and,

WHEREAS, it is necessary to amend the fiscal year 2008 adopted budget of the Facilities Management Department, Health Department Building, to recognize the increased reimbursement to be received from the Health Department and to provide sufficient funding to cover the expense to purchase and install a new HVAC energy management control system in the Health Department Building; and,

WHEREAS, the Property Committee, at its regular meeting on February 7, 2008, recommended approval of an Emergency Appropriation Ordinance amending the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Auditor is hereby directed to increase the following line-item appropriations in the Facilities Management Department 0001, Health Department Building 0046:

(2)

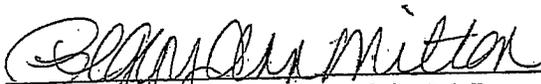
<u>Line-Item Account</u>	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Utilities Reimbursement 0001-0041-0046-0450.0022	\$ 331,182.00	\$ 75,000.00	\$ 406,182.00
Capitalized Assets 0001-0041-0046-0850.0001	\$ 0.00	\$ 75,000.00	\$ 75,000.00

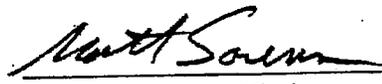
(2) The McLean County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, Director of Facilities Management and the Director of the Health Department.

ADOPTED by the McLean County Board this 19th day of February, 2008.

ATTEST:

APPROVED:


 Peggy Ann Milton, Clerk of the McLean County Board
 McLean County, Illinois


 Matt Sorensen, Chairman
 McLean County Board

Members Bostic/Clark moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Facilities Management Department 0041, Health Department Building 0046 (new HVAC Energy Management Control System) – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:



AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 19 day of February in the year of 2008
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

McLean County Board
Government Center
115 E. Washington Street
Bloomington, IL 61702-2400

and the Contractor:
(Name, address and other information)

Otto Baum Company, Inc.
866 N. Main Street
P.O. Box 161
Morton, IL 61550

The Project is:
(Name and location)

McLean County - Courthouse Museum of History
200 N. Main Street
Bloomington, IL

The Architect is:
(Name, address and other information)

Wiss, Janné, Elstner Associates, Inc.
10 S. LaSalle Street, Suite 2600
Chicago, IL 60603

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

February 19, 2008

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Base Bid (Items 1 through 27 of bid form Section 00 41 44 (\$776,300) and Selected Alternates (see 4.2)	1/1/2009

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, fifteen thousand, eight hundred fifty four (\$ 1,015,854.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Alternates:

- A1: Clean and coat basement window security bars, install alternate security devices: \$9,175
- A2: Install 50 stainless steel helical pins in limestone facade: \$1,480
- A3: Concrete repairs at south entry stairs: \$14,145
- A6: Install 1100 helical anchor at interior scagliola panels: \$99,664
- A8: Interior railing bracing: \$87,234
- A9: Replace existing fixtures at east and west vestibules, including rewiring: \$4,997
- A10: Remove existing lamp standards, rewire and reinstall lamp standards: \$17,766
- A11: Repoint joints between arches- 12 total: \$5,093

Alternate A6: Credit to Owner of \$60/pin less than 1100

§ 4.3 Unit prices, if any, are as follows:

UNIT PRICES					
<i>(Row deleted)</i>					
Item	Type of Work	Unit	First		Each Additional
U1	Replace additional full limestone baluster units; install with stainless steel anchors	Baluster	\$198.		\$198.
U2	Install 6 in. by full height dutchman unit in ashlar limestone unit at first floor; install with stainless steel anchors	dutchman	\$215.		\$215.
U3	Install 6 in. by full height Dutchman unit in ashlar limestone unit at second and third floors; install with stainless steel anchors	Dutchman	\$203.		\$203.
U4	Replace full panel ashlar unit at second and third floor; install with stainless steel anchors	unit	\$1,246.		\$1,246.
U5	Replace additional individual dentil units at cornice; install with stainless steel anchors	unit	\$2,481.		\$2,481.
U6	Replace belt course unit at second floor line; install with stainless steel anchors. Remove and reinstall additional units as necessary to replace unit	unit	\$2,655.		\$2,655.
U7	Replace cornice unit at roof area; install stainless steel anchors. Remove and reinstall additional units as necessary to replace unit	unit	\$3,107.		\$3,107.

U8	Perform crack repairs at additional limestone units.	In. ft.	\$11.		\$11.
U9	Install additional stainless steel helical pins in limestone units as directed by Architect/Engineer.	pin	\$29.		\$29.
U10	Install additional countersunk pins in serpentine wall panels.	pin	\$87.		\$87.
U11	Replace additional serpentine wall and ceiling panels.	unit	\$1,700.		\$1,700.
U12	Repair additional cracks in serpentine wall panel.	crack	\$285.		\$285.
U13	Install additional helical pins in scagliola panels as directed by Architect/Engineer	pin	\$278. \$30		\$278. \$30
U14	Install additional countersunk pins and plugs in scagliola panel as directed by Architect/Engineer	pin	\$500. \$47		\$500. \$47
U15	Remove scagliola panel (large panels in stairs) and reinstall	Panel	\$4,997.		\$4,997.
U16	Replace interior marble treads at basement--additional units assumed within same stringer section	Tread	\$1,947.		\$1,947.
U17	Replace interior marble treads at main stair--additional units assumed within same stringer section	Tread	\$2,730.		\$2,730.
U18	Replace interior marble risers at basement stairs--additional units assumed within same stringer section	Riser	\$1,947.		\$1,947.
U19	Replace interior marble risers at main stair--additional units assumed within same stringer section	Riser	\$2,730.		\$2,730.
U20	A/E inspections, including access equipment and operators (per Add. #1)	Hour	\$87.		\$87.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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User Notes:

(2066167387)

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-five (25) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

18% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

Mr. Jack Moody, Director, Facilities Management
104 W. Front Street
Bloomington, IL 61702

§ 7.4 The Contractor's representative is:

(Name, address and other information)

Mr. Dan Bagley
Otto Baum Company, Inc.
866 N. Main Street

P.O. Box 161
Morton, IL 61550

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions: *None.*

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 21, 2007, and are as follows

Document	Title	Pages
Supplemental Conditions	Phase 2: Restoration	00 73 00/1-6

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Phase 2: Restoration of the McLean County Courthouse Museum dated November 21, 2007

(Table deleted)

§ 8.1.5 The Drawings are as follows, and are dated November 21, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Phase 2:

Drawing No.	Description
-----	Title Sheet
G-100	General Notes and List of Drawings
A-100	Site Plan
A-101	Basement Floor Plan
A-102	First Floor Plan
A-103	Second Floor Plan
A-104	Third Floor Plan
A-105	Roof Plan
A-106	Partial East Building Elevation
A-107	Partial East Building Elevation
A-108	South Elevation
A-109	Partial West Elevation
A-110	Partial West Elevation
A-111	North Elevation
A-200	Facade Repair Details
A-201	Facade Photos
A-300	Balustrade Repair Details
A-301	Balustrade Repair Details
A-302	Balustrade Photos

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User Notes:

(2066167387)

A-303	Roofing Repair Details and Photos
A-400	East Stair and Site Details
A-401	South Stair and Site Details
A-402	West Stair and Site Details
A-403	North Stair and Site Details
A-404	Stair and Site Repair Details
A-405	Stair and Site Repair Details
A-500	East Entry Vestibule
A-501	West Entry Vestibule
A-502	Vestibule Repair Details
A-503	Vestibule Repair Details
A-504	Vestibule Photos
A-600	Scagliola Repair Details and Basement Photos
A-601	First Floor Scagliola Photos
<i>(Table deleted)</i>	
A-602	Second Floor Scagliola Photos
A-603	Third Floor Scagliola Photos
A-700	Interior Stair Repair Details

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
No 1	1/2/2008	
No 2	1/7/2008	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Specifications Sections 00 11 16; 00 21 13

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for AIA® Document A101™ – 1997

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 19 day of February in the year of 2008

...

(Name, address and other information)

McLean County Board
Government Center
115 E. Washington Street
Bloomington, IL 61702-2400

...

(Name, address and other information)

Otto Baum Company, Inc.
866 N. Main Street
P.O. Box 161
Morton, IL 61550

...

McLean County - Courthouse Museum of History
200 N. Main Street
Bloomington, IL

...

Wiss, Janney, Elstner Associates, Inc.
10 S. LaSalle Street, Suite 2600
Chicago, IL 60603

PAGE 2

February 19, 2008

...

Base Bid (Items 1 through 27 of bid form 1/1/2009
Section 00 41 44 (\$776,300) and Selected
Alternates (see 4.2)

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User Notes:

(2066167387)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, fifteen thousand, eight hundred fifty four (\$ 1,015,854.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 3

Alternates:

A1: Clean and coat basement window security bars, install alternate security devices: \$9,175

A2: Install 50 stainless steel helical pins in limestone facade: \$1,480

A3: Concrete repairs at south entry stairs: \$14,145

A6: Install 1100 helical anchor at interior scagliola panels: \$99,664

A8: Interior railing bracing: \$87,234

A9: Replace existing fixtures at east and west vestibules, including rewiring: \$4,997

A10: Remove existing lamp standards, rewire and reinstall lamp standards: \$17,766

A11: Repoint joints between arches- 12 total: \$5,093

Alternate A6: Credit to Owner of \$60/pin less than 1100

UNIT PRICES		
--------------------	--	--

	Description	Units	Price (\$ 0.00)	
<u>Item</u>	<u>Type of Work</u>	<u>Unit</u>	<u>First</u>	<u>Each Additional</u>
<u>U1</u>	<u>Replace additional full limestone baluster units; install with stainless steel anchors</u>	<u>Baluster</u>	<u>\$198.</u>	<u>\$198.</u>
<u>U2</u>	<u>Install 6 in. by full height dutchman unit in ashlar limestone unit at first floor; install with stainless steel anchors</u>	<u>dutchman</u>	<u>\$215.</u>	<u>\$215.</u>
<u>U3</u>	<u>Install 6 in. by full height Dutchman unit in ashlar limestone unit at second and third floors; install with stainless steel anchors</u>	<u>Dutchman</u>	<u>\$203.</u>	<u>\$203.</u>
<u>U4</u>	<u>Replace full panel ashlar unit at second and third floor; install with stainless steel anchors</u>	<u>unit</u>	<u>\$1,246.</u>	<u>\$1,246.</u>
<u>U5</u>	<u>Replace additional individual dentil units at cornice; install with stainless steel anchors</u>	<u>unit</u>	<u>\$2,481.</u>	<u>\$2,481.</u>
<u>U6</u>	<u>Replace belt course unit at second floor line; install with stainless steel anchors. Remove and reinstall additional units as necessary to replace unit</u>	<u>unit</u>	<u>\$2,655.</u>	<u>\$2,655.</u>

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 User Notes: (2066167387)

<u>U7</u>	<u>Replace cornice unit at roof area; install stainless steel anchors. Remove and reinstall additional units as necessary to replace unit</u>	<u>unit</u>	<u>\$3,107.</u>		<u>\$3,107.</u>
<u>U8</u>	<u>Perform crack repairs at additional limestone units.</u>	<u>ln. ft.</u>	<u>\$11.</u>		<u>\$11.</u>
<u>U9</u>	<u>Install additional stainless steel helical pins in limestone units as directed by Architect/Engineer.</u>	<u>pin</u>	<u>\$29.</u>		<u>\$29.</u>
<u>U10</u>	<u>Install additional countersunk pins in serpentine wall panels.</u>	<u>pin</u>	<u>\$87.</u>		<u>\$87.</u>
<u>U11</u>	<u>Replace additional serpentine wall and ceiling panels.</u>	<u>unit</u>	<u>\$1,700.</u>		<u>\$1,700.</u>
<u>U12</u>	<u>Repair additional cracks in serpentine wall panel.</u>	<u>crack</u>	<u>\$285.</u>		<u>\$285.</u>
<u>U13</u>	<u>Install additional helical pins in scagliola panels as directed by Architect/Engineer</u>	<u>pin</u>	<u>\$ 30</u> <u>\$278.</u>		<u>\$ 30</u> <u>\$278.</u>
<u>U14</u>	<u>Install additional countersunk pins and plugs in scagliola panel as directed by Architect/Engineer</u>	<u>pin</u>	<u>\$ 47</u> <u>\$500.</u>		<u>\$ 47</u> <u>\$500.</u>
<u>U15</u>	<u>Remove scagliola panel (large panels in stairs) and reinstall</u>	<u>Panel</u>	<u>\$4,997.</u>		<u>\$4,997.</u>
<u>U16</u>	<u>Replace interior marble treads at basement--additional units assumed within same stringer section</u>	<u>Tread</u>	<u>\$1,947.</u>		<u>\$1,947.</u>
<u>U17</u>	<u>Replace interior marble treads at main stair--additional units assumed within same stringer section</u>	<u>Tread</u>	<u>\$2,730.</u>		<u>\$2,730.</u>
<u>U18</u>	<u>Replace interior marble risers at basement stairs--additional units assumed within same stringer section</u>	<u>Riser</u>	<u>\$1,947.</u>		<u>\$1,947.</u>
<u>U19</u>	<u>Replace interior marble risers at main stair--additional units assumed within same stringer section</u>	<u>Riser</u>	<u>\$2,730.</u>		<u>\$2,730.</u>
<u>U20</u>	<u>A/E inspections, including access equipment and operators (per Add. #1)</u>	<u>Hour</u>	<u>\$87.</u>		<u>\$87.</u>

PAGE 5

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment to the Contractor not later than the Thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-five (25) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

PAGE 6

() per annum

...

Mr. Jack Moody, Director, Facilities Management
104 W. Front Street
Bloomington, IL 61702

...

Mr. Dan Bagley
Otto Baum Company, Inc.
866 N. Main Street
P.O. Box 161
Morton, IL 61550

PAGE 7

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 21, 2007, and are as follows

...

Supplemental Conditions Phase 2: Restoration 00 73 00/1-6

...

Title of Specifications exhibit: Phase 2: Restoration of the McLean County Courthouse Museum dated November 21, 2007

<u>Section</u>	<u>Title</u>	<u>Pages</u>
----------------	--------------	--------------

§ 8.1.5 The Drawings are as follows, and are dated November 21, 2007 unless a different date is shown below:

...

Title of Drawings exhibit: Phase 2:

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User Notes: (2066167387)

<u>Drawing No.</u>	<u>Description</u>
-----	<u>Title Sheet</u>
<u>G-100</u>	<u>General Notes and List of Drawings</u>
<u>A-100</u>	<u>Site Plan</u>
<u>A-101</u>	<u>Basement Floor Plan</u>
<u>A-102</u>	<u>First Floor Plan</u>
<u>A-103</u>	<u>Second Floor Plan</u>
<u>A-104</u>	<u>Third Floor Plan</u>
<u>A-105</u>	<u>Roof Plan</u>
<u>A-106</u>	<u>Partial East Building Elevation</u>
<u>A-107</u>	<u>Partial East Building Elevation</u>
<u>A-108</u>	<u>South Elevation</u>
<u>A-109</u>	<u>Partial West Elevation</u>
<u>A-110</u>	<u>Partial West Elevation</u>
<u>A-111</u>	<u>North Elevation</u>
<u>A-200</u>	<u>Facade Repair Details</u>
<u>A-201</u>	<u>Facade Photos</u>
<u>A-300</u>	<u>Balustrade Repair Details</u>
<u>A-301</u>	<u>Balustrade Repair Details</u>
<u>A-302</u>	<u>Balustrade Photos</u>
<u>A-303</u>	<u>Roofing Repair Details and Photos</u>
<u>A-400</u>	<u>East Stair and Site Details</u>
<u>A-401</u>	<u>South Stair and Site Details</u>
<u>A-402</u>	<u>West Stair and Site Details</u>
<u>A-403</u>	<u>North Stair and Site Details</u>
<u>A-404</u>	<u>Stair and Site Repair Details</u>
<u>A-405</u>	<u>Stair and Site Repair Details</u>
<u>A-500</u>	<u>East Entry Vestibule</u>
<u>A-501</u>	<u>West Entry Vestibule</u>
<u>A-502</u>	<u>Vestibule Repair Details</u>
<u>A-503</u>	<u>Vestibule Repair Details</u>
<u>A-504</u>	<u>Vestibule Photos</u>
<u>A-600</u>	<u>Scagliola Repair Details and Basement Photos</u>
<u>A-601</u>	<u>First Floor Scagliola Photos</u>
Number	Title
	Date
<u>A-602</u>	<u>Second Floor Scagliola Photos</u>
<u>A-603</u>	<u>Third Floor Scagliola Photos</u>
<u>A-700</u>	<u>Interior Stair Repair Details</u>

PAGE 8

<u>No 1</u>	<u>1/2/2008</u>
<u>No 2</u>	<u>1/7/2008</u>

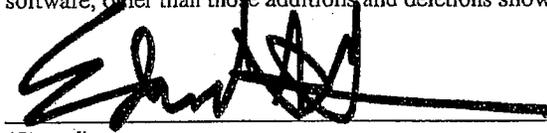
...

Specifications Sections 00 11 16; 00 21 13

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:37 on 01/28/2008 under Order No. 1000334121_2 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 1997 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRINCIPAL

(Title)

1.29.08

(Dated)



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack.moody@mcleancountvil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: January 28, 2008

Subj: **Repair and Restoration McLean County Courthouse Museum: Phase II**

The August 28, 2002, report prepared by Wiss, Janney, Elstner, Associates, Inc., Chicago, Illinois, and previously reviewed by the Property Committee, identified the estimated repair cost to perform needed interior and exterior structural repairs to the old McLean Courthouse to be \$2,770,401.00. WJE recommended these repairs be completed in several phases.

Phase I, the Restoration and Renovation of the Dome and Roof areas of the old McLean County Courthouse, was completed in January, 2005 for a total cost of \$1,112,885.00. You will recall that we applied for and were awarded Illinois Public Museums Capital grant money by the Illinois Department of Natural Resources to assist with this project. The IDNR awarded McLean County \$500,000.00 for this project. That state of Illinois fund is now extinguished and is no longer funded on an annual basis by the state.

We have been working with Mr. Ed Gerns, Project Manager and Principal with WJE and with Mr. Greg Koos, Executive Director, McLean County Museum of History, for the past year on specifications for the next phase.

On June 19, 2007, the McLean County Board approved an appropriation ordinance to complete Phase II for \$1,750,000.00. WJE completed all project drawings and specifications. A mandatory pre-bid conference was held for all interested bidders on December 6, 2007.

On January 15, 2008, a bid opening was conducted for all bids received. Two bids were received and opened. The firms of Otto Baum Company, Inc. Morton, Illinois, and Felmley-Dickerson Company, Bloomington, Illinois were the interested bidders. Please see the attached copy of the bid tabulation sheet for the results of this bid opening. A copy of the bids are attached for your review.

McLean County Courthouse Phase II Proposal

January 28, 2008

Page two

Mr. Ed Gerns, Mr. Greg Koos, and myself reviewed the bids and met to discuss the project and all alternates. The following project budget is recommended:

Project Budget:	\$1,750,000.00
Base Bid (Otto Baum): items 1-27 on the bids	776,300.00
Alternates A1, A2, A3, A6, A8, A9, A10, A11	239,554.00
WJE Contracted Fees	190,000.00
Contingency (31%)	<u>544,146.00</u>
Total:	\$1,750,000.00

The base bid by Otto Baum will perform the exterior masonry and roof repairs recommended at this time by WJE. The following alternate bids which total \$239,554.00 are also recommended to be performed in Phase II and are listed below:

A1: Clean and coat basement window security bars, install alternative security devices	9,175.00
A2: Install 50 stainless steel helical pins in limestone façade.	1,480.00
A3: Concrete repairs at south entry stairs	14,145.00
A6: Interior scagliola panel pinning-1100 helical pins on 1 st , 2 nd and 3 rd floors	99,664.00
A8: Interior main stair repairs -- additional railing bracing members	87,234.00
A9: Replace existing fixtures in east and west vestibules, rewire throughout vestibules to fixtures	4,997.00
A10: Remove existing lamp standards at each entry stair (8 total), rewire fixture and reinstall lamp standards	17,766.00
A11: Repoint Joints between 12 arches (3 per entry X 4 fixtures)	<u>5,093.00</u>
Total of all alternates:	\$239,554.00

Due to the nature of all repairs, WJE recommends and County staff concurs that a project contingency fund of **\$544,146.00**, representing the remaining dollars, should be established. It is not the intent of this project to spend all of these dollars during the Phase II repairs, however, County staff recommends that the remaining dollars be used for Phase III repairs and any remaining dollars be encumbered into FY 2009 at the conclusion of the Phase II project.

McLean County Courthouse Museum Phase II Proposal

January 28, 2008

Page three

The proposed AIA contract with Otto Baum is attached for your kind review. Mr. Eric T. Ruud, First Civil Assistant States Attorney, has reviewed the contract and states it is a standard construction contract.

We have met with representatives of Otto Baum on their proposal and they are here this evening to answer any questions you may have about the project. Otto Baum is prepared to begin Phase II repairs as soon as their contract is accepted by the County Board. They estimate repairs to take 200 workdays and can complete these repairs in 2008.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

Cc: Mr. Greg Koos, Executive Director, McLean County Museum of History
Mr. Eric T. Ruud, First Assistant States Attorney

Bid Tabulation Sheet
Phase 2: Restoration of the McLean County Museum of History
WJE No. 2007.1018

15 January 2008

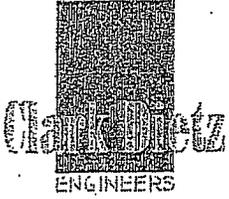
<u>Bidder</u>	<u>Base Bid</u>	<u>Alternates</u>										
		A1	A2	A3	A4	A5	A6	A7	A8	A9	A10	A11
Otto Baum	776,300	9,175	1,480	14,145	378,635	382,683	99,664	151,323	87,234	4,997	17,766	5,093
FDCCO	1,265,292	22,633	1,391	12,504	342,400	433,350	74,900	85,600	93,340	4,869	9,951	6,420

Attending:
Jack Moody, McLean County
Greg Koos, McLean County Museum of History

Members Bostic/Ahart moved the County Board approve a Request for Approval of the bid received from Otto Baum Bid and the listed alternates for Phase II of the Renovation Project at the McLean County Museum of History located at the Old McLean County Courthouse – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report is located on pages 152-162.

TRANSPORTATION COMMITTEE:
Member Dean, Vice-Chairman, presented the following:



January 30, 2008

Jack Mitchell
McLean County Highway Engineer
McLean County Highway Department
102 S. Towanda-Barnes Road
Bloomington, IL 61704

Re: *Professional Services Proposal
Standby Generator*

Dear Mr. Mitchell:

Clark Dietz is pleased to submit this proposal to provide professional engineering services required to add a stand-by generator for the McLean County Highway Department Facility on Towanda-Barnes Road. Our proposal is presented in five parts:

- Project Understanding
- Scope of Services
- Schedule
- Fees
- Summary

Project Understanding

Currently the facility does not have a source of stand-by power. In the event that the electrical utility service fails for a prolonged period, the Highway Department will not be able to provide critical services to the citizens they serve without a stand-by generator. The peak demand load on the facility was 59.2 kW in 2003. The Department plans to add a new Vehicle Storage Building. The drawings for the new building state the demand load for the new building is 41.5 kW which would be added to the facility load.

The Department indicates that the entire facility is served by a single 75 kW transformer that is owned by Corn Belt Energy. The metering for the facility is located at the transformer. The Department indicated that the transformer feeds the building immediately east of the transformer and the remaining buildings are fed from this building.

Construction of the new Vehicle Storage Building will begin in April. The electrical service for this building must originate from a new Automatic Transfer Switch (ATS)

3. The Department is responsible for reproducing and distributing the bidding documents to the contractors.

Schedule

Clark Dietz can complete the design portion of the proposed scope of services within 4 weeks of receipt of an executed contract. The schedule for the construction phase would be determined in concert with the successful contractor.

Fees

Clark Dietz proposes to perform the Design Services section of the Scope of Services outlined in this proposal for the lump sum amount of *Five thousand seven hundred dollars (\$5,700.00)* which includes all project related expenses overhead and profit.

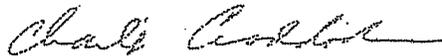
Clark Dietz proposes to perform the Bidding and Construction Phase Services section of the Scope of Services outlined in this proposal on an hourly basis using our standard billing rates plus all direct project expenses. We estimate that this amount to be *Three thousand six hundred dollars (\$3,600.00)*.

Summary

We are delighted to submit this proposal. We look forward to working with you on this project. If you have any questions and/or comments on this proposal, please give me a call at 217.373.8985.

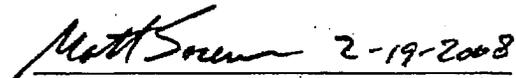
Sincerely,

Clark Dietz, Inc.



Charles Craddock, P.E.
Senior Vice President

cc: Chuck Johnson



Matt Sorensen (date)
McLean County Board Chairman

Members Dean/Cavallini moved the County Board approve a Request for Approval of the Proposed Engineering Agreement with Clark Dietz, Inc. for the Design of Emergency Generator for the Highway Department Facility. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Dean stated the General Report was located on pages 166-177.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have nothing this morning but would be happy to answer any questions from Board Members.

OTHER BUSINESS AND COMMUNICATION:

Member Owens stated the following: this is a reminder that the Rules Subcommittee will meet in Room 404 and any other Members are welcome to attend. There will be no action items but there will be discussion. We will start that meeting at 9:30 a.m.

Member Gordon stated the following: I'd like to recognize three citizens of McLean County – the first three graduates of the drug court program. The largest courtroom in the Law and Justice Center was packed indicating a great deal of interest, not only on the part of family and friends but by a number of other public officials including several Members of this Board. That was recognized by people there and that was a very solid and positive additional contribution that this Board has made. It is appreciated by the people involved and those who have been part of the process, including Members of this Board, when people can take the time to be present and to be a part of the celebration. I just wanted to say how grateful I was that several other Members of the Board were there and it was clearly appreciated by all there and it was a great occasion.

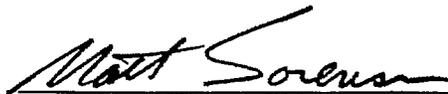
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

December 31, 2007

2007 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$47,112.09	\$47,112.09
Finance		\$265,341.65	\$265,341.65
Human Services		\$292,313.43	\$292,313.43
Justice		\$635,994.15	\$635,994.15
Land Use		\$6,149.74	\$6,149.74
Property		\$312,078.46	\$312,078.46
Transportation		\$317,016.16	\$317,016.16
Health Board		\$121,085.53	\$121,085.53
Disability Board		-0-	-0-
T. B. Board		\$10,068.23	\$10,068.23
Total		\$2,007,159.44	\$2,007,159.44



Matt Sorensen, Chairman
McLean County Board

MCLEAN COUNTY BOARD COMPOSITE

January 31, 2008

2008 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$368,746.27	\$368,746.27
Finance		\$722,253.09	\$722,253.09
Human Services		\$459,407.43	\$459,407.43
Justice	\$1,272.80	\$2,011,340.09	\$2,012,612.89
Land Use		\$38,568.36	\$38,568.36
Property		\$501,046.79	\$501,046.79
Transportation		\$610,000.59	\$610,000.59
Health Board		\$394,065.63	\$394,065.63
Disability Board		\$50,019.50	\$50,019.50
T. B. Board		\$17,155.31	\$17,155.31
Total	\$1,272.80	\$5,172,603.06	\$5,173,875.86



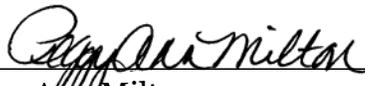
Matt Sorensen, Chairman
McLean County Board

Members Cavallini/Bostic the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sorensen to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until March 18, 2008 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:15 a.m.

Matt Sorensen
County Board Chairman

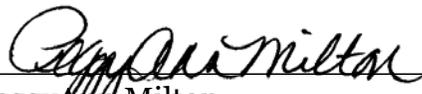


PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of February, 2008, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of March, 2008.



PeggyAnn Milton
McLean County Clerk